

LIFEWATCH, INC. TRADEMARK ASSIGNMENT

THIS ASSIGNMENT, made by and between LifeWatch, Inc., an Illinois corporation (Assignor"), and Urs Acquisitions, Inc., a Delaware corporation ("Assignee").

WHEREAS, Assignor is the owner of and has adopted, used and is using the trademarks listed in Schedule A attached hereto and made a part hereof, including variations and derivations thereof, in various jurisdictions throughout the world, whether or not applications, registrations or common law rights therefor (the "Marks"); and

WHEREAS, Assignee wishes to acquire Assignor's right, title and interest in and to the Marks as listed in Schedule A together with the goodwill of the business in connection with which the Marks are used; and

WHEREAS, Assignor wishes to assign the Marks together with the goodwill of the business in connection with which the Marks are used;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, grants, assigns, transfers, conveys and delivers to Assignee, all of its right, title and interest throughout the world in and to the Marks together with all registrations and applications, if any, therefor, the goodwill of the business in connection with which the Marks are used and including the subject matter of all claims which may be obtained therefrom for Assignee's own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the said Assignor if this assignment had not been made; together with all claims, in law or in equity, for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives.

Assignor authorizes and requests the Assistant Commissioner for Trademarks to record Assignee as the owner of the entire right, title and interest in and to the Marks, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives, and hereby covenants that it has full right to convey the entire interest herein assigned, and that it has not executed, and will not execute any agreement in conflict herewith.

The Assignor, for itself and its successors and assigns, does hereby covenant with the Assignee and its successors and assigns, that the Assignor, from time to time hereafter (without other consideration), will do, execute, acknowledge and deliver or will cause to be done, executed, acknowledged and delivered all such assurances for the better assuring, assigning, granting, transferring, conveying and confirming unto the Assignee, its successors and assigns, each and all of the Marks hereby sold, transferred, conveyed, assigned and delivered as the Assignee or its successors and assigns shall reasonably required. Without limiting the generality of any of the provisions herein, the Assignor hereby constitutes and appoints the Assignee, and its successors and assigns, the true and lawful attorney of the Assignor with full power of substitution in the name and stead of the Assignor, but on behalf and for the benefit of the Assignee, its successors and assigns, to demand and receive the domain name of "LifeWatch" and to execute, acknowledge and deliver any documents required to assign, transfer and convey such domain name to Assignee.

IN WITNESS WHEREOF, the Assignor has caused this assignment to be signed and executed by the undersigned officer thereunto duly authorized as of January 21, 2000.

LIFEWATCH, INC.

Urs Acquisitions, Inc.

By: [Signature]
Name: Justin H. Marshall
Title: Vice President

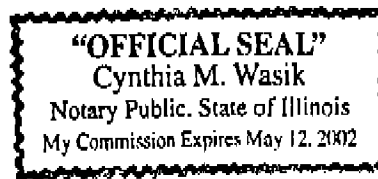
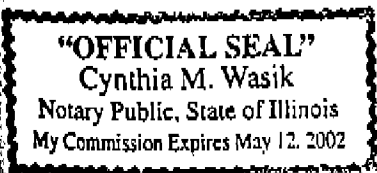
By: [Signature]
Name: Dan Gratz
Title: Executive Vice President

Subscribed and Sworn to Before Me
this 27th day of January, 2000.

Subscribed and Sworn to Before Me
this 27th day of January, 2000

Cynthia M. Wasik
Notary Public
My commission expires: May 12, 2002

Cynthia M. Wasik
Notary Public
My commission expires: May 12, 2002



SCHEDULE A

MARK	REGISTRATION NO.
CORCOUSTIC	1,748,326
RHYTHM IN BLUE	75/776,491
WRISTRECORDER	Common Law Trademark
LIFEWATCH ^{INC}	Domain Name
LIFEWATCH	Common Law Trademark, or all rights in or with respect to such trademark, to the extent Assignor owns any such rights. Assignor makes no representation that it owns such rights.
Iview	Trademark application
Ilead	Trademark application