

01-23-2003



Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings

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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): RIK Medical, L.L.C. 1-21-03 Individual(s) Association General Partnership Limited Partnership Corporation-State Delaware Other Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies) Name: Kinetic Concepts, Inc. Internal Address: Street Address: 8023 Vantage Drive City: San Antonio State: TX Zip: 78230 Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Texas Other If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance: Assignment Merger Security Agreement Change of Name Other Execution Date: 09/19/2001

4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) 2,128,692 Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Nadeem G. Bridi Internal Address: Kinetic Concepts, Inc. Manufacturing Legal Department Street Address: P.O. Box 659508 City: San Antonio State: TX Zip: 78265-9508

6. Total number of applications and registrations involved: 1 7. Total fee (37 CFR 3.41): \$ 40.00 Enclosed Authorized to be charged to deposit account 8. Deposit account number: 500326

DO NOT USE THIS SPACE

9. Signature. Nadeem G. Bridi Name of Person Signing Signature January 13, 2003 Date 24

OFFICE OF RECORDS 2003 JAN 21 AM 8:56 FINANCE SECTION

Total number of pages including cover sheet, attachments, and document: 24

01/22/2003 ECOOPER 00000128 500326 2128692 01 FC:8521 40.00 CH

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

TRADEMARK REEL: 002654 FRAME: 0373

## ASSIGNMENT

WHEREAS, RIK MEDICAL, L.L.C. (original owner), a Delaware limited liability company, of 4755 Walnut Street, Boulder, Colorado was the original owner of several Trademarks and Patents.

WHEREAS, RIK MEDICAL, L.L.C. transferred ownership to KCI-RIK Acquisition Corp. by a Bill of Sale and Assumption Agreement, effective October 1, 1997.

WHEREAS KCI-RIK Acquisition Corp. was dissolved as reflected in the attached exhibit "A", and its assets reverted to its parent company, KCI USA, Inc. on June 12, 2000, as evidenced by Shareholders' Consent of KCI-RIK Acquisition Corp. attached as exhibit "B".

WHEREAS, by virtue of the foregoing dissolution, KCI USA, Inc. ("Assignor"), a Texas corporation having a principal place of business at 8023 Vantage Drive, San Antonio, Texas 78230, is the owner of several trademarks (hereinafter "Trademarks"), including several common law trademarks and the foreign and/or U.S. Trademark and/or Service Mark Registrations and Applications listed on the attached schedule; and

WHEREAS Kinetic Concepts, Inc. ("Assignee"), a corporation organized under the laws of the State of Texas, whose address is 8023 Vantage Drive, San Antonio, Texas 78230 is desirous of documenting the complete chain of title, whereby it acquired said Trademarks, together with the goodwill of the business identified by said Trademarks and any and all registrations and applications for registration of said Trademarks;

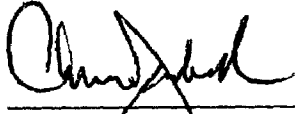
NOW THEREFORE, Assignor hereby sells, transfers, conveys and assigns, and acknowledges that it has sold, transferred, conveyed, and assigned, unto said Assignee the entire right, title, and interest in and to said Trademarks, all registrations and applications hereinbefore identified, the right to recover for past infringement of said Trademarks, and the goodwill of the business in connection with which said Trademarks are used and which is symbolized by said Trademarks;

AND, Assignor further covenants and agrees that it will communicate to Assignee, its successors, legal representatives and assigns, any facts known to it respecting the Trademarks, sign all lawful papers, and generally do everything reasonable to aid Assignee, its successors, legal representatives and assigns, to secure and enforce full protection of all rights in the Trademarks in all rightful countries;

AND, Assignee covenants and agrees that it will ensure continuity in the nature and quality of the goods and services that are associated with the Trademarks, and shall use and/or license the Trademarks in a manner that will maintain the significance, as a symbol of origin and quality, that consumers have long associated with the Trademarks.

IN TESTIMONY WHEREOF, Assignor hereunto set its hand and seal effective on or before the 19th day of September 2001.

ASSIGNOR: KCI USA, INC.

By:  \_\_\_\_\_

Name: Christopher M. Fashek

Title: President

Office of the Secretary of State

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I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF DISSOLUTION OF "KCI-RIK ACQUISITION CORP.", FILED IN THIS OFFICE ON THE TWENTY-FIRST DAY OF JUNE, A.D. 2000, AT 2:30 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.



Handwritten signature of Edward J. Freel in cursive script.

Edward J. Freel, Secretary of State

2901679 #100

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0515507

AUTHENTICATION:

06-22-00

DATE:

**CERTIFICATE OF DISSOLUTION  
OF  
KCI-RIK ACQUISITION CORP.**

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KCI-RIK Acquisition Corp., a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware,

DOES HEREBY CERTIFY:

FIRST: That dissolution was authorized on June 12, 2000.

SECOND: That dissolution has been authorized by all of the stockholders of the corporation entitled to vote on a dissolution in accordance with the provisions of subsection (c) of Section 275 of the General Corporation Law of the State of Delaware.

THIRD: That the names and addresses of the directors and officers of KCI-RIK Acquisition Corp. are as follows:

**DIRECTORS**

<b><u>NAME</u></b>	<b><u>ADDRESS</u></b>
Dennert O. Ware	8023 Vantage Drive San Antonio, TX 78230
Dennis E. Noll	8023 Vantage Drive San Antonio, TX 78230
Martin J. Landon	8023 Vantage Drive San Antonio, TX 78230


**OFFICERS**

<b><u>NAME</u></b>	<b><u>OFFICE</u></b>	<b><u>ADDRESS</u></b>
Dennert O. Ware	President	8023 Vantage Drive San Antonio, TX 78230

Dennis E. Noll	Vice President & Secretary	8023 Vantage Drive San Antonio, TX 78230
Christopher M. Fashek	Vice President	8023 Vantage Drive San Antonio, TX 78230
Keith R. Jones	Vice President	8023 Vantage Drive San Antonio, TX 78230
Martin J. Landon	Treasurer	8023 Vantage Drive San Antonio, TX 78230

IN WITNESS WHEREOF, said KCI-RIK Acquisition Corp. has caused this certificate to be signed by Dennert O. Ware, its President and attested by Dennis E. Noll, its Vice President & Secretary this 12th day of June, 2000.

KCI-RIK ACQUISITION CORP.



Dennert O. Ware  
President

ATTEST:



Dennis E. Noll  
Vice President & Secretary

Legal/Carole/Dot5/4583cl

**SHAREHOLDERS' CONSENT  
OF  
KCI-RIK ACQUISITION CORP.**

Pursuant to Section 228(a) of the General Corporation Law of the State of Delaware, the undersigned being the sole shareholder of KCI-RIK Acquisition Corp. (the "Corporation") hereby consents to the adoption of the following resolution:

**RESOLVED:** That the following shall be elected as the Directors of the Corporation until the next annual meeting of the Corporation and until their successors have been duly elected:

Dennert O. Ware  
Dennis E. Noll  
Martin J. Landon

The undersigned, being the sole shareholder of the Corporation, hereby certifies to all the foregoing, effective this 8th day of June, 2000.

KCI USA, INC.

By: Dennis E. Noll  
Dennis E. Noll,  
Vice President & Secretary

Legal/Controls/Docs/4052d

# Trademarks Schedule

<b>Trademark</b>	<b>Reg. No.</b>	<b>App. No.</b>	<b>Country</b>
Sharpei Dog design	2128692	75/209391	U.S.
Defender	2179057	75/106529	U.S.
RIK	1953014	74/626950	U.S.
RIK	2055813		GB



**BILL OF SALE AND  
ASSUMPTION AGREEMENT**

This BILL OF SALE AND ASSUMPTION AGREEMENT (the "Agreement") is made and entered into by and among KCI-RIK Acquisition Corp., a Delaware corporation ("Buyer"), RIK Medical, L.L.C., a Delaware limited liability company ("RIK Medical"), RIK Medical East, LLC, a Colorado limited liability company ("RIK East" and, together with RIK Medical, "Sellers"), as of the 1st day of October, 1997 to be effective as of 12:01 a.m., Central Standard Time, on October 1, 1997 (the "Effective Time").

**WITNESSETH:**

WHEREAS, Sellers are presently engaged in the business of manufacturing, marketing, selling and distributing specialty patient surfaces (the "Business");

WHEREAS, Sellers desire to sell, assign, and convey to Buyer, and Buyer desires to purchase from Sellers, all of the assets of Sellers used in the Business pursuant to the terms and conditions of that certain Asset Purchase Agreement, dated October 1, 1997 (the "Asset Purchase Agreement"), among Sellers, Eric C. Jay ("Jay") and Buyer; and

WHEREAS, Buyer has agreed to assume certain liabilities and obligations of Sellers in accordance with Section 1.03 of the Asset Purchase Agreement;

NOW THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein, the parties hereby agree as follows:

1. Transfer of Assets. For good and valuable consideration to Sellers in hand paid, the receipt and sufficiency of which Sellers hereby acknowledge, other than the assets relating to Sellers' fluid laboratory and certain other assets of Sellers all as set forth on Exhibit A hereto (the "Excluded Assets") which Sellers will retain, Sellers hereby transfer, sell, assign, convey, and deliver to Buyer, its successors and assigns, all right, title and interest in and to all of the business, properties, assets, goodwill and rights of every nature, kind and description, tangible and intangible, relating to the Business including, without limitation, the following: (a) all of Sellers' machinery, tools, equipment, motor vehicles, rolling stock, fixtures, inventory, spare parts, supplies, raw materials, work-in-progress, finished products and other tangible personal property; (b) all of the contracts and agreements set

forth and described with more particularity on Exhibit B hereto (the "Contracts"); (c) the rights of RIK Medical pursuant to that certain Settlement Agreement and Release effective November 19, 1996 (the "Alden Agreement") by and among Alden Laboratories, Inc., Flofit Medical, LLC, Alden B. Hanson, Chris A. Hanson, Jay, RIK Medical, Pressure Relief Technologies, Inc., Quickie Designs, Inc., Jay Medical, Ltd. and Sunrise Medical Inc., save and except any rights of RIK Medical under Sections 1, 2, 3 and 4 of the Alden Agreement which shall be Excluded Assets, and the rights of RIK Medical pursuant to that certain Patent License Agreement dated as of August 31, 1994 by and between Jay Medical Ltd. and Jay Medical Inc., that certain Patent Cross License Agreement dated as of August 31, 1994 by and between Jay Medical Ltd. and Jay Medical Inc., that certain Trade Secret Agreement dated as of August 31, 1994 by and among Jay Medical Ltd., Jay Medical Inc., and Sunrise Medical Inc. and that certain First Amendment to the Trade Secret Agreement effective as of September 16, 1996 by and among Jay Medical Inc. Sunrise Medical Inc., Jay Medical Ltd. and RIK Medical (collectively, the "Sunrise Agreements"); (d) the Master Lease and Distribution Agreements and all amendments thereto and all of the personal guaranties thereunder set forth on Exhibit B-2 hereto (the "Distribution Agreements"); (e) cash and cash equivalents, whether on deposit in financial institutions or otherwise; (f) subject to the Alden Agreement and the Sunrise Agreements and the Consumer and Industrial Products License (as defined in the Asset Purchase Agreement), the patents, patent applications, patents pending, trade secrets, know-how, licenses from third parties with respect to the use of certain intellectual property and any other intellectual property owned or used by Sellers including, without limitation, such rights, registrations, applications and other items as are set forth on Exhibit C hereto; (g) all accounts receivable, notes receivable and other amounts payable to Sellers other than any accounts receivable which are Excluded Assets ("Receivables"); (h) all of Sellers' customer files, records and data; (i) all of the confidentiality and non-disclosure agreements and covenants between Sellers and any of their competitors, officers, employees and agents or third parties (collectively, the "Non-Disclosure Agreements") set forth on Exhibit 1.01 hereto; (j) all corporate names, trade names, service marks and trademarks used by Sellers including, without limitation, those set forth on Exhibit D hereto; (k) all of Sellers' customer lists and supplier lists; (l) all of the other tangible and intangible assets of Sellers; (m) subject to the Consumer and Industrial Products License, all intellectual property and other rights to products conceived or otherwise under research or development prior to the Closing Date; (n) all claims, causes of action and choses in action relating to the Business other than claims, causes of action and choses in action which are Excluded Assets; (o) all guarantees, warranties, indemnities and similar rights in favor of Sellers; (p) all of RIK Medical's ownership interest in Keener Medical, L.L.C.; and (q) the goodwill of Sellers. All of the goodwill, rights, interests and other assets set forth or incorporated by reference in this Section 1 are hereinafter collectively referred to as the "Assets."

TO HAVE AND TO HOLD the Assets unto Buyer, its successors and assigns, to and for its or their use forever.

Sellers represent and warrant that Sellers are the true and lawful owner of the Assets and that Sellers have an unrestricted and lawful right to sell and convey the same to Buyer.

And Sellers do hereby warrant, covenant and agree that Sellers:

(a) have good and marketable title to the properties and assets (other than the Distribution Agreements) hereby transferred, sold, assigned, conveyed and delivered, subject to such liens and other encumbrances as are disclosed in the Asset Purchase Agreement or any schedules or exhibits thereto and except as otherwise provided in the Asset Purchase Agreement;

(b) will warrant and defend the sale of said properties and assets (other than the Distribution Agreements) against all and every person or persons whomsoever claiming or to claim against any or all of the same, subject to the terms and provisions of the Asset Purchase Agreement; and

(c) will take all steps necessary to put Buyer, its successors and assigns in actual possession and operating control of the Assets.

Sellers hereby authorize Buyer to take any appropriate action in connection with any of the Assets, in the name of Sellers, their own and/or any other name.

## 2. Assumption of Liabilities.

(a) Buyer does not and shall not assume or agree to assume, and shall not acquire or take over, the liabilities and obligations of Sellers and Jay of any nature, direct, contingent or otherwise, except (i) the obligations which directly arise out of the performance by Buyer of the obligations under the Contracts, Sections 5(i) and 6.1 of the Alden Agreement, the Sunrise Agreements (to the extent set forth more particularly in the Consumer and Industrial Products License and the Development Agreement (as defined in the Asset Purchase Agreement)) in each such case only to the extent that any such obligations first arise or accrue after the Effective Time and (ii) any liabilities which arise under the Distribution Agreements, other than on account of a breach of any such Distribution Agreements which occurred prior to the Effective Time which shall remain the obligation of Sellers, but Buyer shall be obligated only to the extent set forth in Section 8.03(b) of the Asset Purchase Agreement. The liabilities assumed by Buyer pursuant to this Section 2(a) are hereinafter collectively referred to as the "Assumed Liabilities."

(b) Except as set forth in Subsection 2(a), Buyer shall not, directly or indirectly, assume any liabilities, obligations, or responsibilities of Sellers of any nature whatsoever (the "Excluded Liabilities"), whether liquidated or unliquidated, known or unknown, actual or inchoate, accrued, contingent or otherwise, and whether arising from facts existing or events occurring prior to, on or after the Effective Time.

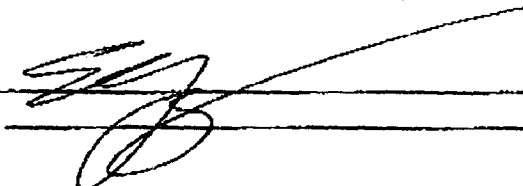
(c) Without limiting the generality of Sections 2(a) and 2(b), it is expressly agreed that Buyer shall have no liability to, for, or in respect of (i) any employees of Sellers including, but not limited to, accrued payroll, salary, severance (except as provided in Section 5.02 of the Asset Purchase Agreement) or benefit claims of any nature, or any withholding or other tax or payment in respect thereof, (ii) any obligation or liability to any present or former customer, distributor (except as provided in Section 1(a) hereof and Section 8.03(b) of the Asset Purchase Agreement) or supplier of Sellers which arose prior to the Effective Time, (iii) any obligation or liability of Sellers with respect to product liability claims on account of personal injury arising out of any injury caused by any product sold or rented by Sellers prior to the Effective Time, (iv) any obligation or liability of Sellers with respect to any warranty claims involving any of the products manufactured, marketed, sold, rented or distributed by Sellers prior to the Effective Time, (v) any liability or obligation relating to any of the matters disclosed or required to be disclosed on the Schedules to the Asset Purchase Agreement (other than any liability or obligation with respect to the Contracts, the Distribution Agreements, the Non-Disclosure Agreements, the Alden Agreement and the Sunrise Agreements which is an Assumed Liability) including, without limitation, any liability, obligation or related expense arising out of, pursuant to or in connection with any claim, action, suit, litigation or administrative, arbitration or other proceeding or governmental investigation involving Sellers or any employee of Sellers or any products manufactured, marketed, sold, rented or distributed on or prior to the Effective Time or any services provided or failed to be provided on or before the Effective Time, regardless of whether any such claim, action, suit, litigation, arbitration, proceeding or investigation is made, brought or commenced prior to or after the Effective Time, (vi) any obligation or liability of Sellers which is incurred or arises after the Effective Time except for the Assumed Liabilities, (vii) any obligation of Sellers for state (other than state sales tax which arises out of the transactions contemplated by the Asset Purchase Agreement), local, foreign or federal taxes including, without limitation, any obligation for franchise, property, sales, unitary business, capital stock or income taxes (including, without limitation, deferred taxes), (viii) any liabilities under any Environmental Law (as defined in the Asset Purchase Agreement) or otherwise, relating to any release of hazardous waste from any site in the CERCLIS Database, treatment, storage or disposal of hazardous waste, the generation or transportation of hazardous waste and any contamination from leaky underground tanks discussed in that certain Phase I Environmental Site Assessment, East Park 3 Associates, 4755 Walnut Street, Boulder, Colorado, prepared by AGRA Earth & Environmental

Inc. dated September 19, 1994, (ix) any liabilities under the Distribution Agreements which arose on account of a breach of such Distribution Agreements which occurred prior to the Effective Time, and (x) any liabilities which arose or accrued prior to the Effective Time relating to RIK Medical's "Partners In Success" program.

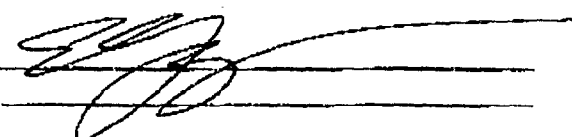
This assumption shall inure to the benefit of and be binding upon Buyer and Sellers and their respective successors and assigns.

IN WITNESS WHEREOF, Buyer and Sellers have caused this Agreement to be executed by their authorized officers as of the date first above written.


**RIK MEDICAL, L.L.C.**

By: \_\_\_\_\_  
Title: \_\_\_\_\_  


**RIK MEDICAL EAST, LLC**

By: \_\_\_\_\_  
Title: \_\_\_\_\_  


**KCI-RIK ACQUISITION CORP.**

By: \_\_\_\_\_  
Title: \_\_\_\_\_  


## EXHIBIT A

### Excluded Assets

- o All Insurance Policies (including prepaid premiums)
- o BC Medical claim (accounts receivable and liability)
- o Releases under Alden Agreement
- o Prepaid expenses of owners meeting in October 1997
- o All assets relating to Sellers' fluid laboratory, including but not limited to the equipment and supplies provided in Due Diligence Sept. 12, 1997 Request
- o 1987 Subaru (fully depreciated)
- o Rights of RIK Medical under Sections 1,2,3 or 4 of the Alden Agreement
- o The bank accounts at Goldman Sachs & Company in the name of Fluid Applications, LLC, which have been opened for use by Sellers after the Closing, which has not ben funded with current assets of RIK Medical.

## EXHIBIT B

### Contracts

1. See Alden Agreement and Sunrise Agreements (Asset Purchase Agreement)
2. National Accounts:
  - VA Contract accepted February 6, 1997
  - Columbia/HCA
    - West Virginia
    - Alabama
    - Kentucky
  - VHA Southwest
  - HCR
3. SERVICE AGREEMENT between **Data Solutions, Inc.** and RIK MEDICAL dated February 13, 1996.
4. SOFTWARE LICENSE AGREEMENT (with Addendum) between **Discount Computer Rent, Inc.**, a California corporation and RIK MEDICAL, LLC dated August 15, 1996
5. Macrocare Agreement referenced on Schedule 2.07-A(h).
6. Lease Agreements referenced on 2.06 and 2.07-A(a), except for RIK Medical lease for 4745 Walnut Street, Boulder, CO.
7. Web Site Agreement.
8. Miscellaneous office service contracts, including pagers and AT&T corporate calling package for cellular phones.

**EXHIBIT B-2****Distribution Agreements**

<b><u>DISTRIBUTOR</u></b>	<b><u>MASTER LEASE</u></b>	<b><u>ADDENDUM</u></b>	<b><u>WHERE</u></b>
United Medical Mart, Inc. w/UCC-1	3-15-95	8-96	St. Louis, MO
United Medical Mart, Inc.	2-1-96	8-96	Kansas City, KS/MO
Tise Medical Supply (Strategic. Alliance)	1-1-97	5-1-97 (1 page)	Houston, TX
Tise Medical Supply (Strategic Alliance)	1-1-97	No	Austin/Waco, TX
Keener Medical, L.L.C. dba Support Source	11-1-96	8-96 5-1-97	Colorado
Stat Medical, Inc.	3-1-96	8-96	Hawaii
South-End Medical Corporation	3-15-95	8-96 5-1-97	Charlotte, NC
Sierra Specialty Beds	11-1-96	8-96 5-1-97	Reno, NV
Scandinavian Mobility BV (EC)	1-3-97	No	The Netherlands
Rehab Specialists, Inc. w/UCC-1	3-15-95	8-96 5-1-97	San Francisco, CA
Progressive Medical Technologies w/ UCC-1	3-1-97	8-96 5-1-97	Nebraska, SD & Western IA
Progressive Medical Technologies w/UCC-1	2-1-97	8-96	Central & Southern Minnesota
Pioneer Medical Equipment, Inc.	10-1-95	8-96(Unsgnd) 5-1-97	Tennessee
Pioneer Medical Equipment, Inc.	2-10-97		Little Rock Arkansas, MO, OK
Motion Specialties, Inc.	3-15-95	8-96	Toronto, Ontario

**TRADEMARK****REEL: 002654 FRAME: 0388**



Meridian Medical w/UCC-1	8-1-96	8-96 5-1-97	San Diego, CA
Melton Medical Equipment, Inc. w/UCC-1	5-15-96	8-96	Richmond, VA
Medi-Rents, Inc.	2-1-95	8-96	Boston, MA
Medical Options, Inc.	7-1-95	8-96	Orlando, FL
Medical Options, Inc. w/UCC-1	1-1-97	8-96	Jacksonville, FL & GA
Medical Home Care, Inc.	5-23-97	5-1-97	Alabama
The Medical Connection, Inc.	4-26-96	8-96 5-1-97	Montgomery, Alabama
Jordan-Reses w/UCC-1	3-15-95	8-96 (unsgnd) 5-1-97	Philadelphia, PA & NJ
Interwest Medical w/UCC-1	2-1-95	8-96 (Unsigned)	Salt Lake City, UT
Interwest Medical w/UCC-1	9-25-95	8-96 (Unsigned)	Boise, ID
Interwest Medical	3-15-95	8-96 (Unsigned)	Las Vegas, NV
HealthCare Accessories w/UCC-1	2-1-97	8-96 5-1-97	ND & MN
Gerald Simonds Healthcare Limited	1-22-96	1st Adden.	United Kingdom & Eire
Geneva Woods Pharmacy, Incorporated	3-1-96	8-96 5-1-97	Alaska
Genesis Medical, Inc. w/UCC-1(2)	2-1-97	8-96 5-1-97	Indiana
Excel Medical Equipment Company	3-15-96	5-1-97	Ok. City/Tulsa, OK
Excel Medical Equipment Company	3-15-96	8-96 (Unsigned)	Little Rock/ Fayetteville, Ark.

DuraMed Medical Services, Inc.	9-15-94	8-96 (Unsigned)	Augusta, GA
D-Lux Products, Inc.w/UCC-1	12-1-96	8-96	Arizona
D-Lux Products, Inc. w/UCC-1	3-15-95	8-96 5-1-97	So. Los Angeles Calif.
Dermal Support Systems dba Burlington Support Systems, Inc. w\UCC-1	1-1-97	8-96 Unsigned	OH, Kentucky. & Ind.
Connecticut Rehab, Inc.	5-1-96	8-96 5-1-97	Rhode Island
Connecticut Rehab, Inc.	7-1-95	8-96 (Attached to 2-1-97K)	Connecticut
Connecticut Rehab, Inc.w/UCC-1	2-1-97	8-96 (Unsigned)	Connecticut Rhode Island Massachusetts New York
Connecticut Rehab, Inc. w/UCC-1	5-1-96	8-96	Western Massachusetts
Boll Medical, Inc. w/UCC-1	10-1-95	8-96 5-1-97	West VA
Blackburn's Physicians Pharmacy, Inc.	3-15-95	8-96	Pittsburgh, PA
Blackburn's Physicians Pharmacy, Inc. w/UCC-1	10-1-95	8-96	Cleveland, OH
Blackburn's Physicians Pharmacy, Inc. w/UCC-1	10-15-95	8-96	Buffalo, NY
Blackburn's Physicians Pharmacy, Inc. w/UCC-1	3-15-95	8-96	Pittsburgh, PA
Black Bear Medical w/UCC-1	5-1-96	8-96 5-1-97	Maine
American Home Medical Equipment w/UCC-1	5-1-95	8-96 5-1-97	Columbus, OH

Affiliated Medical Supplies, Inc.	10-1-95	8-96	New Orleans & SE Louisiana
Affiliated Medical Supplies, Inc. w/UCC-1	8-10-96	8-96	East Texas
Affiliated Medical	8-1-95	8-96	Southwest LA
Core Medical	9-27-96	8-96 9-27-96	
Geneva Woods	9-1-96	9-1-96	Washington
Medi-Rents			New Hampshire

## EXHIBIT C

### List of Patents and Pending Patents

#### ISSUED U.S. PATENTS

1. United States Patent No. 4,728,551  
Issued: March 1, 1988  
Entitled: FLOWABLE PRESSURE COMPENSATING FITTING MATERIALS  
Inventor: Eric C. Jay
2. United States Patent No. 5,201,780  
Issued: April 13, 1993  
Entitled: ANTI-DECUBITIS MATTRESS PAD  
Inventors: John C. Dinsmoor III, Grant C. Denton, Eric C. Jay, Richard R. Runkles
3. United States Patent No. 5,255,404  
Issued: October 26, 1993  
Entitled: ANTI-DECUBITIS MATTRESS PAD  
Inventors: John C. Dinsmoor III, Grant C. Denton, Eric C. Jay, Richard R. Runkles
4. United States Patent No. 5,362,543  
Issued: November 8, 1994  
Entitled: PRESSURE-COMPENSATING COMPOSITIONS AND PADS MADE THEREFROM  
Inventor: Lincoln P. (Paul) Nickerson
5. United States Patent No. 5,303,436  
Issued: April 19, 1994  
Entitled: ANTI-DECUBING MATTRESS PAD  
Inventors: John C. Dinsmoor III, Grant C. Denton, Eric C. Jay, Richard R. Runkles
6. United States Patent No. 5,464,443  
Issued: November 7, 1995  
Entitled: PROSTHETIC DEVICE FOR AMPUTEES  
Inventors: Greg S. Wilson, John C. Dinsmoor III, Russell C. Miller
7. United States Patent No. 5,511,260  
Issued: April 30, 1996  
Entitled: ANTI-DECUBITIS MATTRESS PAD  
Inventors: John C. Dinsmoor III, Grant C. Denton, Eric C. Jay, Richard R. Runkles

#### PENDING PATENT APPLICATIONS

1. Pending United States Patent Application 08/916,544  
Filed: August 22, 1997  
Entitled: PRESSURE RELIEVING PAD WITH GRADUATED PILLARS  
Inventors: Robin L. Castellino, Gregory S. Marino, Dustin E. Gabel

2. United States Patent Application No. 08/640,570  
 Filed: May 1, 1996  
 Entitled: ANTI-DECUBITUS MATTRESS PAD WITH INCREASED WEAR  
 LIFE  
 Inventor: Robin L. Castellino
3. United States Patent Application 08/856,914  
 Filed: May 15, 1997  
 Entitled: ATTACHING ARRANGEMENT IN A MULTI-LAYERED PAD  
 Inventors: Robin L. Castellino; Gregory S. Marino
4. United States Patent Application 08/746,247  
 Filed: November 7, 1996  
 Entitled: PRESSURE-COMPENSATING COMPOSITIONS AND PADS MADE  
 THEREFROM  
 Inventors: Lincoln P. (Paul) Nickerson, and others

### FOREIGN PATENTS

1. Canadian Patent Application Serial No. 2,115,746 (Pending)  
 Entitled: ANTI-DECUBITUS MATTRESS PAD  
 Filed: February 15, 1994  
 Inventors: John C. Dinsmoor III, Grant C. Denton, Eric C. Jay, Richard R. Runkles
2. European Patent Office\* Patent Application Serial No. 92 919157.5 (Pending)  
 Entitled: ANTI-DECUBITUS MATTRESS PAD  
 Filed: March 7, 1994  
 Inventors: John C. Dinsmoor III, Grant C. Denton, Eric C. Jay, Richard R. Runkles

Also see: International Application Published under the Patent Cooperation Treaty (PCT), Publication No. WO 93/04654 (International Application No. PCT/US92/07360)

Filed: March 18, 1993  
 Entitled: ANTI-DECUBITUS MATTRESS PAD

3. European Patent No. 94200346.8  
 Issued: July 17, 1997  
 Entitled: PRESSURE-COMPENSATING COMPOSITIONS AND PADS MADE  
 THEREFROM  
 Inventor: Lincoln P. (Paul) Nickerson

\* Designating Belgium, Switzerland, Germany, Denmark, Spain, France, United Kingdom, Italy, Netherlands, and Sweden.

### RELATED PATENT AND PATENT APPLICATIONS

With regard to any and all patents and patent applications identified above:

- All patents and patent applications claiming priority thereto;
- All continuations, continuations-in-part, divisionals and reissues thereof;

- All patents which may be granted thereon and all reissues thereof; and
- All patents, patent applications, industrial design registrations and the like corresponding thereto in any country or countries foreign to the United States, and all extensions, renewals, and reissues thereof.

**LICENSES:**

License rights of RIK Medical under the Sunrise Agreements.

**EXHIBIT D**

**Corporate Names, Tradenames, Service Marks and Trademarks**

**Corporate Names:**

RIK Medical, L.L.C.  
RIK Medical  
RIK Medical East LLC

**Registered Trademarks:**

**U.S. TRADEMARK/SERVICE MARK REGISTRATIONS**

1. United State Trademark Reg. No. 1,953,014  
Registered: January 30, 1996  
Entitled: RIK  
(For hospital mattresses)  
Inventors: RIK Medical, L.L.C.
2. United State Trademark Reg. No. 75/106,529  
Registered: April 29, 1997  
Entitled: DEFENDER  
(For hospital mattresses)  
Inventors: RIK Medical, L.L.C.
3. United State Service Mark Reg. No. 75/209,391  
Registered: December 6, 1996  
Entitled: Design of Sharpei Dog  
(For healthcare seminars and educational classes regarding decubitus ulcers)  
Inventors: RIK Medical, L.L.C.

**FOREIGN TRADEMARK REGISTRATIONS**

1. United Kingdom Trademark Reg. No. 2055813  
Registered: February 7, 1996  
Entitled: RIK  
(For hospital mattresses)  
Applicant: RIK Medical, L.L.C.

SCHEDULE A

**U.S. REGISTRATIONS**

<u>Mark</u>	<u>Reg/App No.</u>
DOG DESIGN	2,128,692
DEFENDER	2,179,057

**FOREIGN REGISTRATIONS**

<u>Mark</u>	<u>Country</u>	<u>Reg. No.</u>
RIK	Great Britain	2055813