

03-05-2003



102380725

To the Honorable Commissioner of

..... original documents or copy thereof.

1. Name of conveying party(ies):

PIKO HEALTHCARE PRODUCTS, INC.

2-28-03

- Individual(s)
- General Partnership
- Corporation-State
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies)

Name: FERRARIS GROUP, INC.

Internal Address:

Street Address: 908 MAIN STREET

City: LOUISVILLE State: CO Zip: 80027

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State COLORADO
- 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
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: 01/22/2003

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) 76440714

B. Trademark Registration No.(s)

Additional number(s) attached  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: CYNTHIA R. SMITH

Internal Address: TOWER I, #1000

Street Address: 1515 ARAPAHOE STREET

City: DENVER State: CO Zip: 80202

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:

501374

DO NOT USE THIS SPACE

9. Signature.

CYNTHIA R. SMITH

Name of Person Signing

*Cynthia R. Smith*  
Signature

2-28-03

Date

Total number of pages including cover sheet, attachments, and document: 4

03/05/2003 ECOOPER 00000035 501374 76440714  
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: 002683 FRAME: 0669

## ASSIGNMENT OF SERVICEMARKS AND TRADEMARKS

ASSIGNMENT OF SERVICEMARKS AND TRADEMARKS made as of the 22<sup>nd</sup> day of January, 2003, by Piko Healthcare Products, Inc., a Colorado corporation with its principal place of business at 908 Main Street, Louisville, CO 80027, and by Piko Healthcare Products (HK) Ltd., a corporation organized under the laws of Hong Kong (together "Assignor"), to Ferraris Group, Inc., a Colorado corporation with its principal place of business at 908 Main Street, Louisville, Colorado 80027 ("Assignee").

### RECITAL

Assignee and Assignor are parties to an Asset Purchase Agreement dated as of January 10, 2003 (the "Agreement"), pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to buy from Assignor the Assets (as defined in the Agreement), including without limitation the servicemarks, trademarks and trade names of Assignor. Pursuant to the Agreement, Assignor has agreed to execute such instruments as the Assignee may reasonably request in order to more effectively assign, transfer, grant, convey, assure and confirm to Assignee and its successors and assigns, or to aid and assist in the collection of or reducing to possession by the Assignee of, all of such assets.

In accordance therewith, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under Assignor's registered and unregistered domestic and foreign servicemarks, trademarks, trademark applications and trade names, including without limitation the servicemarks, trademarks, servicemark and trademark applications and trade names listed on Schedule A annexed hereto and incorporated herein by reference (all of the foregoing being referred to herein as the "Marks").

NOW, THEREFORE, Assignor, for and in exchange for the payment of the purchase price set forth in the Agreement, the receipt of which is hereby acknowledged, does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under the Marks, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of any Mark, whether arising prior to or subsequent to the date of this Assignment of Servicemarks and Trademarks, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States, Canada and in any other jurisdiction, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Assignment of Servicemarks and Trademarks not been made.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment of Servicemarks and Trademarks shall be governed by and construed in accordance with the laws of the State of Colorado without giving effect to the principles of conflicts of laws thereof.

IN WITNESS WHEREOF, Assignor has caused its duly authorized officer to execute this Assignment of Servicemarks and Trademarks as of the date first above written.

**PIKO HEALTHCARE PRODUCTS, INC.**

By: *Thomas L. McKeivitt, Jr.*  
Name: Thomas L. McKeivitt, Jr.  
Its Authorized Representative

STATE OF COLORADO )  
 ) ss:  
CITY AND COUNTY OF DENVER )

On this day of January 22, 2003, before me, Thomas L. McKeivitt, Jr., personally appeared as an Authorized Representative of Piko Healthcare Products, Inc., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

My Commission expires: 7-19-04

*Barbara L. Hanson*  
Notary Public

[SEAL]

**SCHEDULE A**

**Pending Servicemark or Trademark Applications**

<u>Servicemark or Trademark</u>	<u>Application Number</u>	<u>Application Date</u>
Piko	76/440,714	August 15, 2002