

04-24-2003



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

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): Colorado MEDtech, Inc. 4-21-03
Individual(s) Association
General Partnership Limited Partnership
Corporation-State
Other
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: HEI, Inc.
Internal Address:
Street Address: 6385 Old Shady Oak Road
City: Eden Prairie State: MN Zip: 55344
Individual(s) citizenship
Association
General Partnership
Limited Partnership
Corporation-State Minnesota
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: 01/24/2003

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) 75/830,817
B. Trademark Registration No.(s) 2,569,474
Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Susan E. Smith
Internal Address:
Street Address: HEI, Inc. Advaned Medical Div. 4801 N. 63rd Street
City: Boulder State: CO Zip: 80301

6. Total number of applications and registrations involved: 2
7. Total fee (37 CFR 3.41) \$ 65.00
Enclosed
Authorized to be charged to deposit account
8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.
Susan E. Smith Susan E. Smith 4-10-03
Name of Person Signing Signature Date
Total number of pages including cover sheet, attachments, and document: 4

04/23/2003 ECDPER 00000188 75830817
01 FC:8521 40.00 OP
02 FC:8522 25.00 OP

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

TRADEMARK REEL: 002717 FRAME: 0103

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Trademark Assignment") is entered into and effective as of January 24 2003, between Colorado MEDtech, Inc., a Colorado corporation with its principal place of business at 4801 North 63rd Street, Boulder, Colorado 80301 ("Assignor") and HEI, Inc., a Minnesota corporation, with its principal place of business at 6385 Old Shady Oak Road, Suite 280, Eden Prairie, MN 55344 ("Assignee").

Recitals

A. Assignor is the owner of the trademarks and trademark applications in the form more fully described in Exhibit A hereto (the "Trademarks");

B. Pursuant to the terms of a certain Purchase Agreement dated January 24, 2003 (the "Purchase Agreement") by and between Assignor and Assignee, Assignor has agreed to assign to Assignee all of Assignor's right, title, and interest in and to the Trademarks (and the portion of the business to which the Trademarks pertain), together with the goodwill associated therewith.

C. Assignee now desires Assignor to execute and deliver to Assignee this Trademark Assignment to effect the assignment of the Trademarks to Assignee in accordance with the Purchase Agreement.

Agreement

NOW THEREFORE, for good and valuable consideration set forth in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged:

A. Assignment of Rights. Assignor hereby irrevocably transfers and assigns to Assignee all right, title, and interest in perpetuity it holds, in the Trademarks (and the portion of the Business to which the Trademarks pertain) including, but not limited to, the goodwill appurtenant thereto and any related common law or statutory rights, to the full extent now or hereafter permitted by the laws of the United States of America or the laws of any other countries, without condition, limitation, or reservation, including the right to sue and recover for past, present and future infringement.

B. Assignor's Obligations. At Assignee's request and without further consideration, Assignor agrees to execute and deliver, from time to time, any instrument and take any other lawful actions, as may be necessary to evidence, maintain, effectuate, or cooperate with the defense of any and all of Assignee's rights in the Trademarks.

This Trademark Assignment shall be governed by and construed in accordance with the laws of the State of New York.

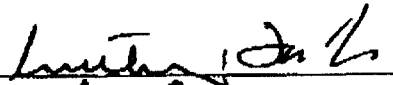
ASSIGNOR:

ASSIGNEE:

COLORADO MEDTECH, INC

HEI, INC.

By: 
Name: Stephen K. Onody
Title: President and CEO

By: 
Name: Anthony Fant
Title: CEO

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EXHIBIT A TO TRADEMARK ASSIGNMENT				
Trademark name	Trademark Number	Application	Issue	Next Action Required
OneSource OutSource	2,569,474	8/21/2000	5/14/2002	5/14/2008 – Statement of Continuing Use
FRESH AIR	75/830,817			3/11/2003 – Deadline: second extension for filing specimens
Venshield	2,012,497			None – Abandoned

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RECORDED: 04/21/2003

TRADEMARK
REEL: 002717 FRAME: 0106