

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Apache Medical Systems, Inc.		07/03/2001	CORPORATION:
Apache Medical Systems, Inc.		07/03/2001	CORPORATION:

RECEIVING PARTY DATA

Name:	Cerner Corporation
Street Address:	2800 Rockcreek Parkway
City:	North Kansas City
State/Country:	MISSOURI
Postal Code:	64117
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	1831296	APACHE
Registration Number:	1831111	APACHE

CORRESPONDENCE DATA

Fax Number: (816)571-5804
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 816-221-1024
 Email: ddevers@cerner.com
 Correspondent Name: Cerner Corporation
 Address Line 1: 2800 Rockcreek Parkway
 Address Line 2: W0171
 Address Line 4: North Kansas City, MISSOURI 64117

ATTORNEY DOCKET NUMBER:	APACHE ASSIGNMENTS
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NAME OF SUBMITTER:	Daniel P. Devers
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Total Attachments: 3
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GENERAL ASSIGNMENT AND BILL OF SALE

THIS ASSIGNMENT AND BILL OF SALE is entered into this 3rd day of July, 2001 by and between Cerner Corporation, a Delaware corporation ("Buyer"), and APACHE Medical Systems, Inc., a Delaware corporation ("Seller").

WHEREAS, Buyer and Seller are parties to an Asset Purchase Agreement, dated as of April 7, 2001, as amended by Amendment No. 1 to the Asset Purchase Agreement, dated as of June 11, 2001 (the "Purchase Agreement"; capitalized terms not defined herein shall have the meanings ascribed to them in the Purchase Agreement), pursuant to which Seller has agreed to sell, transfer, convey, assign and deliver to Buyer and Buyer has agreed to purchase from Seller substantially all of the assets used or held for use by Seller in connection with the conduct of the Business, and Buyer has agreed, in partial consideration therefor, to assume certain obligations in connection therewith by executing an Assumption Agreement of even date herewith;

WHEREAS, Seller desires to transfer and assign to Buyer the assets described in Section 1.1 of the Purchase Agreement and Buyer desires to accept the sale, transfer, conveyance, assignment and delivery thereof;

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably sells, transfers, conveys, assigns and delivers to Buyer free and clear of all Encumbrances, except for Encumbrances (i) for Taxes not yet due and payable, (ii) reflected on Schedule 3.1(h) of the Purchase Agreement or (iii) in connection with the Purchase Agreement, all of Seller's right, title and interest in those assets described in Section 1.1 of the Purchase Agreement (the "Assigned Assets") TO HAVE AND TO HOLD the same unto Buyer, its successors and assigns, forever.

Buyer hereby accepts the sale, transfer, conveyance, assignment and delivery of the Assigned Assets.

At any time or from time to time after the date hereof, Seller shall execute and deliver or cause to be executed and delivered to Buyer such further instruments of transfer, assignment and conveyance and take such other action as Buyer may reasonably require to more effectively carry out the transfer of the Business and the Assigned Assets and the consummation of the transactions contemplated in the Purchase Agreement. Seller will cooperate with Buyer after the Closing in clearing the title to any Business or Assigned Assets transferred to Buyer pursuant hereto in the event that Seller's title to any such Business or Assigned Assets, as of the Closing Date, shall be defective, not marketable, or nonassignable, except with respect to any Contracts not listed on Schedule 4.4 to the Purchase Agreement. Seller shall also take all reasonable action, including but not limited to the furnishing of documents and evidences of title and assistance in the preparation and trial of any necessary litigation, to clear title to any such Business or Assigned Assets, all of which shall be at Seller's expense.

This General Assignment and Bill of Sale may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

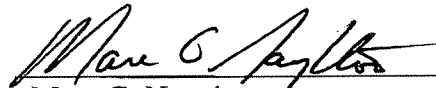
This General Assignment and Bill of Sale shall be governed by and construed in accordance with the laws of the State of Delaware applicable to a contract executed and performed in such State without giving effect to the conflicts of laws principles thereof, except that if it is necessary in any other jurisdiction to have the law of such other jurisdiction govern this General Assignment and Bill of Sale in order for this General Assignment and Bill of Sale to be effective in any respect, then the laws of such other jurisdiction shall govern this General Assignment and Bill of Sale to such extent.

IN WITNESS WHEREOF, the undersigned have caused their duly authorized officers to execute this General Assignment and Bill of Sale on the day and year first above written.

BUYER

Cerner Corporation

By:



Marc G. Naughton
Vice President and
Chief Financial Officer

SELLER

APACHE Medical Systems, Inc.

By:

Violet Shaffer
President and Chief Operating Officer

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Cerner Corporation

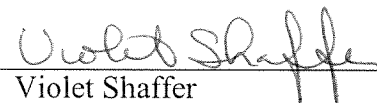
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