

10-22-2008

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



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OPR/FINANCE

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

82.06.01

1. Name of conveying party(ies):

Murray Electronics Associates, LLC

- Individual(s)
- General Partnership
- Corporation- State: \_\_\_\_\_
- Other Limited Liability Company
- Association
- Limited Partnership

Citizenship (see guidelines) U.S.

Additional names of conveying parties attached?  Yes  No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) March 12, 2008

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: ArthroWave Medical Technologies, LLC

Internal Address: \_\_\_\_\_

Address: \_\_\_\_\_

Street Address: 53 Loveton Circle, Suite 207

City: Sparks

State: Maryland

Country: United States of America Zip: 21152

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other LLC

Citizenship U.S.  
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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,198,322

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

U. S. Registration 2,198,322 for BIONICARE (from U.S. Trademark Application 75/363,698; filed 26 September 1997) - Registered: 20 October 1998

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

Name: OBER/KALER c/o Royal W. Craig

Internal Address: 120 E. Baltimore Street, Suite 800

Street Address: 120 E. Baltimore Street

City: Baltimore

State: Maryland Zip: 21202-1643

Phone Number: (410) 347-7303

Fax Number: (4430) 263-7503

Email Address: rwrcraig@ober.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number 503391 10/21/2008 DETRNE 00000136 503391 2198322

Authorized User Name Royal W. Craig 01 FC:8521 48:00 DH

9. Signature:

Signature  
Royal W. Craig

Name of Person Signing

10/20/08  
Date

Total number of pages including cover sheet, attachments, and document: 3

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

## ASSIGNMENT

THIS ASSIGNMENT (this "Assignment") is effective as of March 12, 2008 by Murray Electronics Associates, LLC, a Delaware limited liability company and the successor to all of the assets and liabilities of Murray Electronics Associates Limited Partnership, a Maryland limited partnership (the "Owner") for the benefit of ArthroWave Medical Technologies, LLC (f/k/a Arthrimed Technologies, LLC (the "Company").

1. As used herein, the following terms have the following meanings:

"Excluded Assets" shall mean (i) \$40,000 cash and (ii) all limited liability company records of Owner.

"Excluded Liabilities" shall mean: (i) all Liabilities of Owner not described on the balance sheet of Owner on the date hereof; and (ii) the following Liabilities of Owner to the extent such Liabilities are described on the balance sheet of Owner on the date hereof: ; (a) any Liabilities for taxes; (b) any Liabilities arising out of or relating to any employee grievance whether or not the affected employees are also employees of the Company; (c) any Liabilities of Owner to any member of Owner or any affiliate of any member of Owner other than Member Loans; (d) any Liabilities to indemnify any officer, director, manager, general partner, employee or agent of Owner or any predecessor in interest to Owner; (e) any Liabilities arising out of or resulting from Owner's compliance or noncompliance with any applicable laws or regulations or Orders; and (f) any Liabilities of Owner based upon Owner's acts or omissions occurring after the date hereof.

"Intellectual Property" shall mean all patents, trademarks, trade names, service marks, copyrights and any other intellectual property, and all goodwill related to or in connection therewith.

"Liabilities" shall mean any liability or obligation of Owner of any kind, character or description, whether known or unknown, absolute or contingent, accrued or unaccrued, disputed or undisputed, liquidated or unliquidated, secured or unsecured, joint or several, due or to become due, vested or unvested, executory, determined, determinable or otherwise, and whether or not the same is required to be accrued on the financial statements of Owner.

"Member Loans" shall mean loans or other advances of money from such member or affiliate of such member.

"Order" shall mean any order, injunction, judgment, decree, ruling, assessment or arbitration award of any governmental entity or arbitrator.

"Product" shall mean the Bionicare® Stimulator, Model BIO-1000™ (510(k) Number K030332) which has been approved by the FDA "for use as an adjunctive therapy in reducing the level of pain and symptoms associated with osteoarthritis of the knee and overall improvements of the knee as assessed by the physician's global evaluation (clinical studies)," and all related supplies used in and/or in conjunction therewith, and all upgrades and improvements to the Technology.

"Product Applicator" shall mean the BioniCare Knee Device Applicator, a lightweight wrap that enables a patient to easily apply the electrodes of the BioniCare Knee Device stimulator.

TRADEMARK

REEL: 003876 FRAME: 0813

"Product Signal Generator" shall mean the BioniCare Knee Device Stimulator, a two-channel, electrical stimulator that delivers a pulsed electrical stimulation to the knee.

"Technology" shall mean the technology associated with US Pat. No. 5,273,033, 510(k) Number K030332, any and all extensions of said patent, and any other Intellectual Property incorporated into the Product.

2. As a contribution to the capital of the Company, the Owner, as the sole member of the Company, does hereby assign, transfer, grant and convey unto the Company, and its successors and assigns, all of the Owner's right, title and interest of Owner in and to all of Owner's property and assets, tangible and intangible, of every kind and description and wherever located other than the Excluded Assets, including, without limitation (i) the Product, the Product Applicator and the Product Signal Generator, including, without limitation, all Technology and all Intellectual Property related thereto; (ii) any and all rights of Owner under that certain Asset Purchase, Settlement, and Release Agreement dated as of January \_\_, 2008 between Owner and Monique Almy, Chapter 7 Trustee in the Chapter 7 case of BioniCare Medical Technologies, Inc., Case No. 07-16902-JS, commenced on July 26, 2007, and pending before the United States Bankruptcy Court for the District of Maryland; and (iii) any and all rights of Owner under that certain Distribution Agreement, as amended, dated as of January 1, 2008 between Owner and International Rehabilitative Sciences, Inc. (d/b/a RS Medical) (collectively, the "Assets").

3. In connection with the foregoing, Company hereby assumes and shall subsequently pay, discharge and perform when lawfully due, all Liabilities of Owner other than the Excluded Liabilities.

4. Owner and Company hereby covenant and agree with one another that each will duly execute and deliver all such bills of sale, endorsements, assignments, drafts, checks and other instruments of transfer and/or assignment as may be necessary or helpful more fully to sell, transfer and convey to and to invest in the Company the Assets hereby contributed to Company and the liabilities assumed by this Assignment.

IN WITNESS WHEREOF, Owner and Company have caused this Assignment to be executed and delivered as of the date first written above.

**OWNER:**

**MURRAY ELECTRONICS ASSOCIATES,  
LLC**

By:   
Name: Thorne Gould, Chairman

**COMPANY:**

**ARTHROWAVE MEDICAL  
TECHNOLOGIES, LLC**

By:   
Name: Randy Murphy, President

**Ober, Kaler, Grimes & Shriver**  
Attorneys at Law

120 East Baltimore Street  
Baltimore, MD 21202-1643  
410-685-1120 / Fax 410-547-0699  
www.ober.com

**TRANSMITTAL**

EM159984894US

**BY EXPRESS MAIL No.:**

Mail Stop Assignment Recordation Services  
Director of the USPTO  
P.O. Box 1450  
Alexandria, VA 22313-1450

**Re:** Assignment for U.S. Trademark Registration 2,198,322 for mark:  
"BIONICARE"; Int'l Class 010; (from U.S. Trademark Application  
75/363,698; filed: 09/26/97); Registration date: October 20, 1998;  
Applicant: Murray Electronics Associates, LLC

Dear Sir/Madam:

Transmitted herewith for Recordation of Assignment are the following documents:

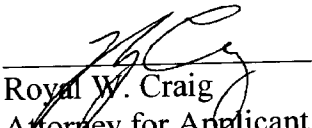
1. One (1) Recordation Form Cover Sheet with one (1) assignment; and
2. Our post card. Please date stamp and return.

Please charge the recordation fee (\$40.00) and/or any additional required fee to our Deposit Account No. 50-3391, and post the following as the attorney docket number: **029262.082493** (a duplicate copy of this charge authorization is attached.)

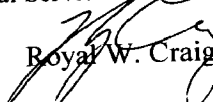
Respectfully submitted,

October 20, 2008

Date

  
\_\_\_\_\_  
Royal W. Craig  
Attorney for Applicant  
Reg. No. 34,145

I HEREBY CERTIFY that on October 20, 2008, one copy of the above-referenced documents were deposited with the United States Postal Service for delivery by Express Mail to the United States Patent and Trademark Office.

  
\_\_\_\_\_  
Royal W. Craig

**Ober, Kaler, Grimes & Shriver**  
Attorneys at Law

120 East Baltimore Street  
Baltimore, MD 21202-1643  
410-685-1120 / Fax 410-547-0699  
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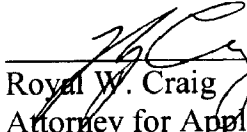
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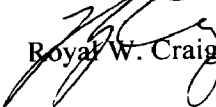
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