

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
------------------	----------------

NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
-----------------------	--

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VSM MedTech Ltd.		08/10/2007	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA	
Name:	0764509 BC Ltd.
Street Address:	1-1850 Hartley Ave
City:	Coquitlam, BC
State/Country:	CANADA
Postal Code:	V3K 7A1
Entity Type:	CORPORATION: CANADA

PROPERTY NUMBERS Total: 2		
Property Type	Number	Word Mark
Registration Number:	2676951	BPTRU
Registration Number:	2682751	BP TRU

CORRESPONDENCE DATA	
Fax Number:	(503)220-2480
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	503-294-9460
Email:	jkong@stoel.com
Correspondent Name:	Jere M. Webb
Address Line 1:	900 SW Fifth Ave
Address Line 2:	Suite 2600
Address Line 4:	Portland, OREGON 97204

ATTORNEY DOCKET NUMBER:	34150-1
-------------------------	---------

DOMESTIC REPRESENTATIVE	
Name:	

OP \$65.00 2676951

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:	Joseph A Kong
Signature:	/SR Paralegal/
Date:	12/02/2008

**Total Attachments: 5**

source=Bill of Sale - 0764509 BC Ltd#page1.tif

source=Bill of Sale - 0764509 BC Ltd#page2.tif

source=Bill of Sale - 0764509 BC Ltd#page3.tif

source=Bill of Sale - 0764509 BC Ltd#page4.tif

source=Bill of Sale - 0764509 BC Ltd#page5.tif

**BILL OF SALE (ABSOLUTE)**

THIS INDENTURE is made the 10th day of August, 2007.

BETWEEN:

VSM Medtech Ltd., by its Receiver-Manager, The Bowra Group Inc., Manulife Place  
1930 - 1095 West Pender Street, Vancouver, British Columbia

(the "Grantor")

AND: BpTRU Medical Devices, a division of 0764509 BC Ltd. having an office at 1-1850  
Hartley Avenue, Coquitlam, BC, V3K 7A1

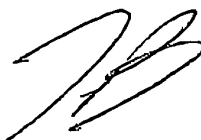
(the "Grantee")

WHEREAS the Grantor:

- (a) is possessed of the goods, chattels and personal property hereinafter described; and
- (b) has agreed with the Grantee pursuant to the terms of an Offer to Purchase accepted the 8th day of August, 2007 for the absolute sale to the Grantee of the same upon the terms and conditions hereinafter set forth.

NOW THIS INDENTURE WITNESSETH that for the sum of one dollar (\$1.00) and other good and valuable consideration paid by the Grantee to the Grantor at or before the sealing and delivery of this indenture, the receipt whereof the Grantor hereby acknowledges, the Grantor hereby bargains, sells, assigns, transfers and sets over ("sells and transfers") all the right, title, interest, property, claim and demand of the Grantor in and to all those assets described in the Schedule "A" hereto (the "Chattels"), unto the Grantee, to and for its sole and only use forever.

1. The Grantor hereby covenants, warrants and agrees to and with the Grantee that the Grantor has the right to sell and transfer its right, title and interest in the Chattels unto the Grantee in the manner aforesaid and according to the true intent and meaning of this indenture and the said Offer to Purchase.



**TRADEMARK**

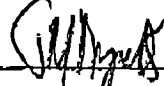
**REEL: 003897 FRAME: 0111**

2. The parties acknowledge and agree that:
- (a) an examination of the Chattels has been made by or on behalf of the Grantee;
  - (b) the Chattels have been purchased by the Grantee on an "as is, where is" and "with all faults" basis, without warranty or representation by the Grantor as to title, quality, quantity or otherwise, except as set out in the said Offer to Purchase; and
  - (c) the purchase price does not include any goods and services tax, withholding tax, provincial sales tax or any other applicable tax, charge, rate or levy (all of which are collectively referred to in this paragraph as "applicable taxes") which may be applicable to this transaction, and the Grantee agrees to be responsible for payment of any and all applicable taxes in connection with this transaction, and the Grantee further agrees to indemnify and save harmless the Grantor for the payment of any and all such applicable taxes.

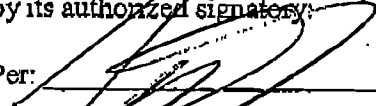
AND IT IS EXPRESSLY AGREED between the parties hereto that all grants, covenants, provisos and agreements, rights, powers, privileges and liabilities contained in this indenture shall be read and held as made by and with, granted to and imposed upon, the respective parties hereto, and their respective successors and assigns, the same as if the words successors and assigns had been inscribed in all proper and necessary places; AND wherever the singular or the masculine pronoun is used the same shall be construed as meaning the plural or feminine or the body politic or corporate where the context or the parties hereto so require.

IN WITNESS WHEREOF the parties have executed this indenture in the presence of their duly authorized signatories as of the day and year first above written.

VSM Medtech Ltd., by The Bowra Group Inc., by its authorized signatory:

Per: 

BpTRU Medical Devices, by its authorized signatory:

Per: 

x19500016||| of Sale (Absolute) BpTRU.wpd

  
**TRADEMARK**

**Exhibit 1**  
To Schedule A of the Bill of Sale  
Between  
The Bowra Group Inc.  
and  
BpTRU Medical Devices a Division of 0764509 B.C. Ltd.

**IP Rights**

Canada IP Rights  
Worldwide IP Rights

The Canada and Worldwide Rights Include the Following:

- 1) The complete BpTRU Device Master Record (electronic, paper, and other media) including all related engineering, scientific, regulatory and legal records necessary to obtaining and maintaining compliance for license by Health Canada, Food and Drug Administration (FDA), and CE Mark.
- 2) The complete BpTRU Device History File (electronic, paper, and other media) including all related engineering, scientific, regulatory and legal records necessary to obtaining and maintaining compliance for license by Health Canada, Food and Drug Administration (FDA), and CE Mark.
- 3) All copies of the complete extant library of research and development documentation (electronic, paper, and other media) authored and/or compiled by VSM MedTech and associated companies related to Blood Pressure Devices produced, developed, or researched by VSM MedTech and associated companies.
- 4) All fabrication, testing, development, research, and operational materiel related to Blood Pressure Devices produced, developed, or researched by VSM MedTech and associated companies.
- 5) All excess inventory including spare components, subassemblies, and raw materials related to Blood Pressure Devices produced, developed, or researched by VSM MedTech and associated companies.
- 6) All service, support and installation materiel related to Blood Pressure Devices produced, developed, or researched by VSM MedTech and associated companies.
- 7) All customer information in any form or on any media including contact history, lists, analysis, contractual documentation, sales and marketing materiel related to VSM MedTech and associated companies Blood Pressure Device business activities

8) All Rights Relating to the Following Patents:

- a. METHODS AND APPARATUS FOR MEASURING BLOOD PRESSURE  
BY THE OSCILLOMETRIC TECHNIQUE  
United States Patent 6719703  
Canadian Patent 2449867  
European Patent EP1395174  
World Intellectual Property Organization Patent WO02102246
  
- b. METHOD AND APPARATUS FOR MEASURING VALUES OF  
PHYSIOLOGICAL PARAMETERS  
United States Patent 6602199  
Canadian Patent 2375578  
European Patent EP1185198  
World Intellectual Property Organization Patent WO0076393
  
- c. METHOD AND APPARATUS FOR MEASURING VALUES OF  
PHYSIOLOGICAL PARAMETERS  
United States Patent 6332867

**Exhibit 2**  
To Schedule A of the Bill of Sale  
Between  
The Bowra Group Inc.  
and  
BpTRU Medical Devices a Division of 0764509 B.C. Ltd.

VSM Trademarks/Tradename

Original Value \$17,586.23  
NBV at December 31, 2006, \$1586.83

1) All Rights Relating to the Following Trademarks:

**United States Trade-mark**  
BPTRU



**TRU**

**Serial #**  
76315869

**Reg. #**  
2676951

76315658

2682751

**Canadian Trade-mark**  
BpTRU



**TRU**

**Reg. #**  
TMA618955

TMA618545