

12-01-1998

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1526/36259

FORM PTO-1594  
(Rev. 6-93)  
OMB No. 0651-1100 (exp. 4/94)



100909863

HEET

U.S. DEPARTMENT OF COMMERCE

ILY

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)

QUEST MEDICAL, INC.

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

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

3. Nature of conveyance:

MRD 11-3-98

- Assignment
- Securing Agreement
- Other
- Merger
- Change of Name

Execution Date: January 30, 1998

2. Name and address of receiving party(ies):

Name: QMI MEDICAL, INC.

Internal Address: ONE ALLENTOWN PARKWAY

ALLEN, TEXAS 75002-4211

Street Address: same as above

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_



Additional n:

11-03-1998

U.S. Patent & TMO/c/TM Mail Rcpt Dt. #61

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

A. Trademark Application No.(s)

74/729,216; 75/256,562 and 75/256,563

B. Trademark Registration No.(s)

1,043,258; 1,174,057; 1,181,982; 1,190,586; 1,301,443;  
1,499,405; 1,617,507; 1,825,794; 2,040,830; and 2,067,759

11/27/1998 DNGUYEN 00000100 74729216

01 FC:481 40.00 DP  
02 FC:482 300.00 DP

Additional numbers attached?  Yes  No

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

Name: Richard A. Giangiorgi, Esq.

Internal Address: TREXLER, BUSHNELL, GIANGIORGI  
& BLACKSTONE, LTD.  
105 West Adams Street  
Chicago, IL 60603

Street Address: same

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Refund Ref:  
11/27/1998 DNGUYEN 0000067863

6. Total number of applications and registrations involved:

13

7. Total fee (37 CFR 3.41)..... \$ 520.00

- Enclosed
- Authorized to be charged to deposit account

340E

8. Deposit account number:

20-1495

(Attach duplicate copy of this page if paying by deposit account)

CHECK Refund Total: \$180.00

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Richard A. Giangiorgi, Esq. (24,284)

November 3, 1998

Name of Person Signing

Signature

Date

6

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

## ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS is effective as of January 30, 1998, and is entered into between Quest Medical, Inc., a Texas corporation ("Seller"), and QMI Medical, Inc., a Texas corporation formerly known as QMI Acquisition Corp. ("Buyer").

NOW, THEREFORE, for good, valuable and lawful consideration, the receipt of which from Buyer is hereby acknowledged by Seller, Seller does hereby:

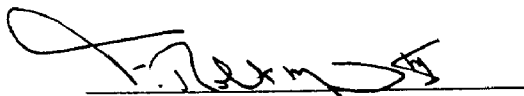
Sell, assign, and transfer to Buyer the Seller's entire U.S. and foreign right, title and interest in and to the marks listed on Schedule I hereto (collectively, the "Marks") and together with the goodwill associated with the Marks and all other rights which Seller has enjoyed thereunder both in the United States and throughout all countries of the world, including any and all rights of recovery based on past infringement of Marks and/or registrations and all rights to assert Seller's prior use as use by a predecessor in interest, the same to be held and enjoyed by Buyer, its successor and assigns, forever and to the full end of the terms for which any of the aforesaid Marks are registered and any renewals of the terms thereof;

Seller acknowledges and confirms that it has assigned to Buyer all of the operating assets pertaining to the business to which the Marks relate and, as such, Buyer is a successor to that portion of Seller's business to which the Marks pertain.

And for the same consideration, Seller hereby covenants and agrees to and with Buyer, its successors, legal representatives and assigns, that Seller will, whenever counsel of Buyer, or the counsel of its successors, legal representatives and assigns, shall advise that it is lawful and desirable, sign all papers and documents, deliver necessary documents including original registration certificates, if available, take all lawful oaths, execute separate confirmatory assignments, and do all acts necessary or desirable to be done for the procurement, maintenance, enforcement and defense of said Marks and registrations thereof.

IN WITNESS WHEREOF, this Assignment of Trademarks is duly executed in a manner appropriate thereto as of the date first set forth above.

QUEST MEDICAL, INC.



F. Robert Merrill III,  
Senior Vice President - Finance,  
Secretary and Treasurer

QMI MEDICAL, INC.



Jerry A. Howard,  
President

STATE OF TEXAS §  
COUNTY OF Collin §

SS.:

Before me, Marta Kennedy, the undersigned Notary Public on this day personally appeared F. Robert Merrill III, Senior Vice President-Finance, Secretary and Treasurer of Quest Medical, Inc., a Texas corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same on behalf of said corporation for the purposes and consideration therein expressed.

Given under my hand and seal of office this 30 day of January, A.D., 1998.



Marta Kennedy  
Notary Public, State of Texas

Printed Name: Marta Kennedy

My Commission Expires:

8-15-01

STATE OF TEXAS           §  
  §       SS.:  
COUNTY OF Collin       §

Before me, Martha Kennedy, the undersigned Notary Public on this day personally appeared Jerry A. Howard, President of QMI Medical, Inc., a Texas corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same on behalf of said corporation for the purposes and consideration therein expressed.

Given under my hand and seal of office this 30 day of January, A.D., 1998.



Martha Kennedy  
Notary Public, State of Texas  
Printed Name: Martha Kennedy

My Commission Expires:

8-15-01

[NOTARIAL SEAL]

**DOMESTIC TRADEMARKS**

***Registered***

TRADEMARK	NUMBER	JURIS.	STATUS
BPI	1,181,982	U.S.	Reg.
CHECKMATE	2,067,759	U.S.	Reg.
DUO-TUBE	1,174,057	U.S.	Reg.
MPS	2,040,830	U.S.	Reg.
MULTIPOINT	1,617,507	U.S.	Reg.
PRIME TIME	1,301,443	U.S.	Reg.

TRADEMARK	NUMBER	JURIS.	STATUS
ACTEST	1,499,405	U.S.	Reg.
QUEST	1,226,236	U.S.	Reg.
Q DESIGN	1,190,586	U.S.	Reg.
RETRACT-O-TAPE	1,043,258	U.S.	Reg.
RETROGUARD	1,825,794	U.S.	Reg.

***Unregistered or Pending***

TRADEMARK	NUMBER	JURIS.	STATUS
ACTESTER	N/A	U.S.	Unreg.
CARDIOSPECIFIC MICROPLEGIA	75/256,562	U.S.	Pending
CARDIOVASCULAR SYSTEMS	N/A	U.S.	Unreg.
FOAMSEAL	74/729,216	U.S.	Allowed
ISOFLO	N/A	U.S.	Unreg.
ISOTEC	N/A	U.S.	Unreg.
MEDTEK	N/A	U.S.	Unreg.
MICROPLEGIA	75/256,563	U.S.	Pending

TRADEMARK	NUMBER	JURIS.	STATUS
MYOCARDIAL PROTECTION SYSTEM	N/A	U.S.	Unreg.
PLEGIAGUARD	N/A	U.S.	Unreg.
SILENTGUARD	N/A	U.S.	Unreg.
ADD-VENT	N/A	U.S.	Unreg.

**FOREIGN TRADEMARKS**

***Registered***

<b>TRADEMARK</b>	<b>NUMBER</b>	<b>JURIS.</b>	<b>STATUS</b>
Quest and Q Design	275,416	Canada	Reg.
Quest and Q Design	1,669,151	France	Reg.
Quest and Q Design	1,922,918	Japan	Reg.