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FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

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03-03-2000

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

2:00 FEB -3 PM 1:00



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OPR/FINANCE

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger Effective Date
Month Day Year
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AK/A

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City State/Country Zip Code

- Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

03/02/2000 DCDATES 00000319 1130215

FOR OFFICE USE ONLY

01 FC:481 40.00 OP
02 FC:482 75.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 002029 FRAME: 0415

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

8602417700

Name

RICHARD GOLDSTEIN, ESQ.

Address (line 1)

ONE HARTFORD SQUARE WEST

Address (line 2)

Address (line 3)

HARTFORD, CONNECTICUT 06106

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

35

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

1130215

1089021

1191034

1258127

Number of Properties

Enter the total number of properties involved.

#

4

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

115.00

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

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. Charges to deposit account are authorized, as indicated herein.

PHILIP J. HAMROCK

Name of Person Signing

Signature

1/27/00

Date Signed

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Individual General Partnership Limited Partnership

Corporation Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)

Trademark Application Number(s) or Registration Number(s)

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Mark if additional numbers attached

Trademark Application Number(s)

Registration Number(s)

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ASSIGNMENT OF TRADEMARKS
BETWEEN
GENERAL MEDICAL CORPORATION
A/K/A WHITTAKER GENERAL MEDICAL CORPORATION
AND
MCBAR MEDICAL INDUSTRIES, INC.

Whereas, GENERAL MEDICAL CORPORATION A/K/A WHITTAKER GENERAL MEDICAL CORPORATION, having a principal place of business at 8741 Landmark Road, Richmond, Virginia 23228 (hereinafter "Assignor") is the owner of the following trademarks and registrations:

UNITED STATES OF AMERICA TRADEMARKS/REGISTRATIONS/SERVICE MARKS:


<u>Mark</u>	<u>Registration No.</u>
LaCrosse	RG-1,130,215
Operand	RG-1,089,021
Operand	RG-1,191,034
Operand	RG-1,258,127

Whereas, pursuant to an Agreement dated February 20, 1995 (the "Assets Purchase Agreement") among General Medical Manufacturing Company, McBar Medical Industries, Inc., having a principal place of business at Starks Building, Suite 825, 455 South Fourth Street, Louisville, Kentucky 40202 (hereinafter "MMI"), and the Assignor, the Assignor has agreed to assign to the Assignee its rights, title and interests in and to said trademarks and registrations;

Whereas, as permitted by the Assets Purchase Agreement, MMI has designated Redi Products, Inc. (hereinafter "Assignee"), a Kentucky corporation, to receive said trademarks and registrations;

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN, be it known that for and in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration paid to it by said Assignee pursuant to the Assets Purchase Agreement, the receipt of which is hereby acknowledged, Assignor hereby sells, assigns and transfers unto the Assignee, all its rights, title and interests in and to the registrations and trademarks, together with the goodwill attached thereto.

GENERAL MEDICAL CORPORATION A/K/A
WHITTAKER GENERAL MEDICAL
CORPORATION (Assignor)

By:  _____

Title: DONALD B. GARBER
SENIOR VICE PRESIDENT

Date: _____

AGREEMENT

AGREEMENT MADE EFFECTIVE THIS 20th day of February, 1995 (the "Effective Date"), by and between GENERAL MEDICAL MANUFACTURING COMPANY, a Virginia corporation, with its principal place of business at 8741 Landmark Road, P. O. Box 27452, Richmond, Virginia 23261-7452 (hereinafter referred to as "GMMC"); and McBAR MEDICAL INDUSTRIES, INC., a Kentucky corporation, or its designee, with its principal place of business at Starks Building, Suite 825, 455 South Fourth Street, Louisville, Kentucky 40202 (hereinafter referred to as "McBar"); and GENERAL MEDICAL CORPORATION, a Virginia corporation, with its principal place of business at 8741 Landmark Road, P. O. Box 27452, Richmond, Virginia 23261-7452 (hereinafter referred to as "Shareholder").

WHEREAS, GMMC owns and operates a business which specializes in the manufacture, marketing and sale of various medical products under the trade names "Redi" and "Redi Products", such business operation being located in Prichard, West Virginia (herein the "Business"), and

WHEREAS, GMMC desires to sell and convey to McBar and McBar desires to purchase and acquire from GMMC all of GMMC's right, title and interest in and to the Business, including all of the assets of the Business as hereinafter identified, all upon the terms and conditions hereinafter set out, and

WHEREAS, the Shareholder is the holder of all of the issued and outstanding common voting stock of GMMC and joins in this Agreement in order to, among other things, evidence its approval of the transaction set out and contemplated herein, and

NOW, THEREFORE, and in consideration of the mutual covenants, agreements, representations and warranties herein contained and intending to be legally bound, the parties hereto agree as follows:

I. SALE AND PURCHASE OF ASSETS

1.1 TRANSFER OF ASSETS. Subject to the terms and conditions of this Agreement, McBar in reliance upon the representations and warranties of GMMC herein made and the schedules attached hereto (herein the "Schedules"), will at the Closing (as hereinafter defined) acquire from GMMC, and GMMC in reliance upon the representations and warranties of McBar herein made and the schedules annexed hereto, will at the Closing transfer and convey to McBar, the following assets of the Business:

- (a) All furniture, fixtures, equipment, supplies and furnishings used in the Business and as identified on Schedule 1.1(a) attached hereto;
- (b) All of the Business's inventory, including raw materials, work-in-progress, finished goods and unbilled shipments, existing as of the date of Closing, and further including the right to market and sell all of the

Business's inventory existing as of the date of Closing which bear the name of GMMC or the Shareholder;

- (c) All of GMMC's right, title and interest in and to the real property and the improvements thereon and all fixtures appurtenant thereto located in Prichard, West Virginia, and as depicted on the survey attached hereto as Exhibit "A" (herein the "Business Premises");
- (d) All of the Business's prepaid expenses as shown on the Business's books of account as of the date of Closing, and as identified on Schedule 1.1(d) attached hereto;
- (e) All of GMMC's right, title and interest in any inventions, formulas, patents, production records, validation records, quality and stability test records, in any way related to the Business products GMMC manufactures or with respect to which GMMC has conducted research or development efforts;
- (f) All of GMMC's rights under any leases, agreements, permits, registrations, licenses and contracts related to the Business and included on Schedule 1.1(f) hereto;
- (g) All rights of GMMC in and to the names "Redi Products", "Redi", "Operand", and "LaCrosse" and any logos, designs and variations thereof;
- (h) All other assets held by GMMC used in the Business, including, without limitation, all customer and supplier lists, all sales, marketing, pricing, costs and job records, all catalogues and advertising brochures and any books or other records required by or appropriate for use by McBar.

All the property and rights of GMMC hereinabove identified including such property and rights specifically described in the Schedules to this Agreement being sometimes hereinafter referred to as the "Assets". Excluded from this sale and purchase are GMMC's accounts receivable, cash, notes receivable, and any other assets of the Business not specified in this Section 1.1 and not identified in the Schedules.

1.2 CLOSING. The completion of the within contemplated transaction is herein designated as the "Closing". The Closing shall take place not later than March 3, 1995, at the offices of GMMC, as identified above, or at such other time and place as mutually agreed upon between the parties (the "Closing Date"). Transactions of the Business consummated on the Closing Date shall be for the account of GMMC as if the Closing occurred after the close of business on the Closing Date.

1.3 PURCHASE PRICE. The purchase price (the "Purchase Price") to be paid by McBar to GMMC for the sale and transfer of the Assets is the sum of Three Million Two Hundred Thousand Dollars (\$3,200,000.00) payable as follows: at the time of Closing, in cash or by certified funds, subject to adjustment pursuant to paragraph 1.4.

1.4 ADJUSTMENTS TO PURCHASE PRICE.

- (a) With respect to the Purchase Price due at the Closing, the Purchase Price shall be increased to the extent the amount of the book value (calculated in accordance with generally accepted accounting principles, consistently applied) of the inventory conveyed as a part of the Assets exceeds One Million Three Hundred Thousand Dollars (\$1,300,000.00). To the extent the amount of the book value of such inventory is less than One Million Three Hundred Thousand Dollars (\$1,300,000.00) at the time of Closing, the Purchase Price shall be reduced by such amount.
- (b) With respect to the Purchase Price due at the time of Closing, the Purchase Price shall be increased to the extent the amount of the book value of the net fixed assets of the Business (book value being calculated in accordance with generally accepted accounting principles, consistently applied) exceeds One Million Eight Hundred Thousand Dollars (\$1,800,000.00). To the extent the amount of such value is less than One Million Eight Hundred Thousand Dollars (\$1,800,000.00), the Purchase Price shall be reduced. It is especially provided that between the Effective Date and the Closing Date GMMC shall make no expenditure in the operation of the Business, without first notifying McBar, which will increase the book value of the net fixed assets of the Business in excess of One Million Eight Hundred Fifty Thousand Dollars (\$1,850,000.00).
- (c) With respect to the Purchase Price due at Closing, the Purchase Price shall be increased by the amount the prepaid expenses identified in Section 1.1(d) hereof existing on the Closing Date exceed the accrued liabilities of the Business which are being assumed by McBar pursuant to Section 4.4 hereof. To the extent such prepaid expenses are less than the accrued liabilities assumed, the Purchase Price shall be reduced.
- (d) It is acknowledged by GMMC and McBar that all information necessary to make final adjustments to the Purchase Price pursuant to Subparagraphs (a), (b) and (c) of this Paragraph 1.4 will not be available to the parties at the time of Closing, thereby requiring final, post-Closing adjustments to the Purchase Price. Such post-Closing adjustments, and any payments due as a result of such adjustments, shall be made on or before March 20, 1995.

1.5 ALLOCATION OF PURCHASE PRICE. The Purchase Price shall be allocated among the assets as set forth on Schedule 1.5 hereof, subject to adjustment made in the Purchase Price pursuant to paragraph 1.4(d) hereof.

1.6 ENCUMBRANCES. The within sale and transfer of the Assets shall, at the time of Closing, be free and clear of all security interests, liens and encumbrances whatsoever, except utility and roadway easements, local planning, zoning and land use restrictions affecting the Business Premises.

1.7 ACCESS AND INFORMATION. GMMC shall give to McBar, McBar's accountants, counsel and other representatives, access to books, contracts, commitments and records of GMMC relating to the Assets during normal business hours and after reasonable notice, from the Effective Date to Closing, and shall furnish to McBar during such period information concerning the Business as McBar may reasonably request.

1.8 CONDUCT OF BUSINESS. GMMC covenants, warrants and represents in favor of McBar that pending completion of the Closing, GMMC shall operate the Business in the ordinary and usual course and in a manner consistent with past practices, and subject thereto:

- (a) GMMC shall use its best efforts to preserve the Assets of the Business;
- (b) There will be no material changes in the Business of GMMC, including the type and quality of products concerning the Business;
- (c) GMMC shall not amend, modify or terminate any of the material agreements or contracts to which it is a party, without the consent of McBar;
- (d) GMMC shall not engage in any sale or enter into any transaction, contract or commitment, or incur any liability which would materially affect or otherwise impair the Assets, without prior approval of McBar;
- (e) GMMC shall not engage in any action or fail to take action where the result is likely to interfere with the completion of the transactions herein contemplated; and
- (f) GMMC shall give to McBar prompt notice of any and all events prior to Closing which materially relate to any terms of this paragraph 1.8.

II. REPRESENTATIONS AND WARRANTIES OF GMMC

Except as otherwise disclosed in this Agreement, or the Schedules, or the Disclosure Schedule attached hereto, GMMC and the Shareholder represent and warrant as of the Effective Date and the Closing Date to McBar as follows:

2.1 CORPORATE ORGANIZATION. GMMC is a corporation duly organized, validly existing and in good standing under the laws of the Commonwealth of Virginia and is duly qualified in all jurisdictions where the failure to qualify would be materially adverse to GMMC and has full power and authority to carry on its current business and the Business and to own, use and sell its assets and properties, including the Assets.

2.2 CORPORATE AUTHORITY. The execution and delivery of this Agreement to McBar and the carrying out of the provisions hereof have been duly authorized by the Board of Directors of GMMC and authorized by the Shareholder, and at Closing, GMMC shall furnish McBar duly certified copies of the authorizing resolutions of GMMC's Board of Directors and the Shareholder.

2.3 CONTRACTS, LICENSES, PERMITS AND APPROVALS.

- (a) GMMC has no presently existing contract or commitment which materially and adversely affects the Assets extending beyond the Effective Date hereof except as shown on Schedule 1.1(f) attached hereto. True and complete copies of all written contracts are listed therein and have been delivered or made available to McBar;
- (b) There is no consent or approval required of any governmental authority or agency or any third party in order to fully effect the Closing of the transaction contemplated by this Agreement.

2.4 COMPLIANCE; HAZARDOUS MATERIALS.

- (a) Neither the execution and delivery of this Agreement nor any instrument or agreement to be delivered by GMMC to McBar at the Closing pursuant to this Agreement nor the compliance with the terms and provisions hereof by GMMC will result in the breach of any applicable statute or regulation promulgated thereunder, or any administrative or court order or decree, nor will such compliance conflict with, or result in the breach of, any of the terms, conditions or provisions of the Articles of Incorporation or Bylaws or GMMC, or any agreement or other instrument to which GMMC is a party, or by which GMMC is or may be bound, or constitute an event of default thereunder or with the lapse of time or the giving of notice or both constitute an event of default thereunder.

- (b) With respect to the Business Premises where GMMC conducts the Business and maintains the Assets, GMMC represents and warrants that:
- (i) there are no, and there will be none at the time of Closing, Hazardous Wastes, as defined at 40 C.F.R. Part 261, resulting from or originating during GMMC's ownership of the Business Premises or operation of the Business, in the premises, whether in structures, drums, tanks, containers or otherwise in, on or under the premises, except those materials which are properly containerized and stored and located on such premises and which are a part of the inventory being acquired by McBar under this Agreement, and except those materials which result in the normal course of business at the Business Premises and are capable of management and disposal in compliance with applicable legal requirements;
 - (ii) there are no, and there will be none at the time of Closing, Hazardous Wastes, or Hazardous Substances, as defined at 40 C.F.R. Part 302, resulting from or originating during GMMC's ownership of the Business Premises or operation of the Business, on or under the surface of the ground at the Business Premises for which removal, cleanup, or remediation is required at the time of Closing pursuant to mandatory provisions of Applicable Environmental Law, as hereinafter defined;
 - (iii) it has not engaged in the generation, use, manufacture, treatment, transportation, storage or disposal of any Hazardous Substances or Hazardous Wastes on the Business Premises in violation of Applicable Environmental Law, as hereinafter defined;
 - (iv) except as disclosed in Schedule 2.4(b), it has not received any notice of any violation of an Applicable Environmental Law with respect to the Business Premises about which a governmental agency would, under Applicable Environmental Law, require corrective action;
 - and (v) it has all environmental permits, if any, required under Applicable Environmental Law to permit operation of the Business Premises and use of the Assets in the conduct of the Business as currently conducted. For these purposes, "Applicable Environmental Law" shall include, but shall not be limited to, CERCLA, RCRA, the Clean Air Act, the Federal Water Pollution Control Act, and the regulations promulgated thereunder, and any other local, state and/or federal laws or regulations that govern or relate to Hazardous Wastes, Hazardous Substances or solid waste.

2.5 LIABILITIES. As of the Closing Date, there will be no mortgages, liens, attachments, or other encumbrances of creditors against any of the Assets or the Business.

2.6 LITIGATION OR OTHER PROCEEDINGS. There is no suit or action, legal, administrative, arbitration or other proceeding or governmental investigation affecting the Assets pending, or to the knowledge of GMMC, threatened against GMMC, which might materially or adversely affect the financial condition of GMMC or the conduct of the Business or the acquisition and use of the Assets by McBar. GMMC further represents that there is no

outstanding judgment, decree or order against GMMC which materially affects the Assets or the Business in any way.

2.7 LABOR AGREEMENTS AND DISPUTES. GMMC is neither a party to, nor otherwise subject to any collective bargaining or other agreement governing the wages, hours, and terms of employment of GMMC's employees engaged in the Business. GMMC is not aware of any labor dispute or labor trouble involving employees of GMMC engaged in the Business, nor has there been any such dispute or trouble during the two (2) years preceding the Effective Date hereof.

2.8 ERISA AND RELATED MATTERS. GMMC does not maintain for the employees of the Business nor has it ever contributed to, any Multi-Employer Plan as defined by Section 3(37) of ERISA. GMMC does not currently maintain any Employee Pension Benefit Plan subject to Title IV of ERISA. There have been no "prohibited transactions" (as described in Section 406 of ERISA or Section 4975 of the Internal Revenue Code) with respect to any Employee Pension Benefit Plan or Employee Welfare Benefit Plan maintained by GMMC as to which GMMC has been a party. As to any plans subject to Title IV of ERISA, there have been no reportable events (as such term is defined in Section 4043 of ERISA).

2.9 EMPLOYEE MATTERS WITH RESPECT TO THE BUSINESS:

- (a) Prior to Closing, GMMC will deliver to McBar a list of the names of all persons on the payroll of GMMC engaged in the Business, together with a statement of amounts paid to each during GMMC's most recent fiscal year and amounts paid for services from the beginning of the current fiscal year to the Closing Date;
- (b) Prior to the Closing Date, GMMC will not, with respect to the employees of the Business, without McBar's prior written consent, enter into any material agreement with its employees, increase the rate of compensation or bonus payable to or to become payable to any employee, or effect any changes in the management, personnel policies, or employee benefits, except in accordance with existing employment practices.

2.10 EFFECT OF AGREEMENT. The terms and conditions of this Agreement and all other instruments and agreements to be delivered by GMMC and the Shareholder to McBar pursuant to the terms of this Agreement are valid, binding and enforceable against GMMC in accordance with their terms, subject only to the applicable bankruptcy, moratorium and other laws generally affecting the rights and remedies of creditors.

2.11 GOOD TITLE. GMMC has and shall transfer to McBar at Closing, good and marketable title to the Assets being sold and transferred hereunder free and clear of any and all security interests, encumbrances or liens, except utility and roadway easements, local planning, zoning and land use restrictions affecting the Business Premises.

2.12 INVENTORY. The inventory consists of items of a quality and quantity usable or salable in the ordinary course of business of the Business, and the inventory is not subject to any material write-down or write-off. GMMC is not under any liability or obligation with respect to the return of inventory or products in the possession of wholesalers, retailers or other customers of the Business.

2.13 REPRESENTATIONS AND WARRANTIES. All representations and warranties made by GMMC and the Shareholder in this Agreement and any documents provided hereunder shall be true and correct as of the Closing Date with the same force and effect as if they had been made on and as of such date.

III. REPRESENTATIONS AND WARRANTIES OF McBAR

McBar represents and warrants to GMMC as follows:

3.1 CORPORATE ORGANIZATION. McBar is a corporation duly organized, validly existing and in good standing under the laws of the Commonwealth of Kentucky and is duly qualified to do business wherever it conducts its business and has full power and authority to carry on its current business and to own, use and sell its assets and properties.

3.2 CORPORATE AUTHORITY. The execution and delivery of this Agreement to GMMC and the carrying out of the provisions hereof have been duly authorized by the Board of Directors of McBar. Prior to the Closing, McBar shall furnish GMMC duly certified copies of the authorizing resolutions of McBar's Board of Directors.

3.3 BINDING NATURE. This Agreement shall be when duly executed and delivered a legal and binding obligation of McBar enforceable in accordance with its terms.

3.4 REPRESENTATIONS AND WARRANTIES. All representations and warranties made by McBar in this Agreement shall be true and correct as of Closing with the same force and effect as if they had been made on and as of such date.

3.5 NO LITIGATION. There are no pending, or to the best knowledge of McBar, threatened actions or proceedings before any court or administrative agency or other authority which might or will materially or adversely affect McBar's ability or right to perform all of McBar's obligations hereunder.

3.6 COMPLIANCE. Neither the execution and delivery of this Agreement, nor any instrument or agreement to be delivered by McBar to GMMC at the Closing pursuant to this Agreement, nor the compliance with the terms and provisions thereof by McBar will result in the breach of any applicable statute or regulation promulgated thereunder, or any administrative court order or decree, nor will such compliance conflict with, or result in the breach of, any of

the terms, conditions or provisions of the Articles of Incorporation or Bylaws of McBar, or any agreement or other instrument to which McBar is a party, or by which McBar is or may be bound, or constitute an event of default thereunder or with the lapse of time or the giving of notice or both constitute an event of default thereunder.

IV. LIABILITY

4.1 NO ASSUMPTION OF LIABILITY.

- (a) Except as set forth in Section 4.3 and Section 4.4, GMMC acknowledges that McBar is acquiring the Assets hereunder without any assumption of GMMC's liabilities with respect to such Assets or the Business.
- (b) GMMC covenants and agrees to defend, indemnify and hold McBar harmless against any loss, damage, claim of third parties, actions, suits, demands, judgments or expense (including legal and other fees and charges) incurred or sustained by McBar as a result of or attributable to the sales of products made by or services rendered by the Business prior to Closing.

4.2 GOVERNMENTAL NOTICES. GMMC agrees to reasonably cooperate with McBar and give all information required to be given to any governmental agency as a result of the Closing of the transaction contemplated by this Agreement.

4.3 ASSUMPTION OF BUSINESS CONTRACTS AND LIABILITIES. McBar shall assume no responsibility for any contract involving GMMC not listed on the Schedule 1.1(f). McBar agrees to assume responsibility for the performance of all activities or obligations of GMMC which are pursuant to the contracts disclosed in Schedule 1.1(f) required to be performed after Closing; provided, however, that McBar shall have no responsibilities to perform any such activities to the extent contracted for by GMMC between the Effective Date and the Closing without the consent of McBar.

4.4 ACCRUED LIABILITIES. McBar shall assume responsibility for those liabilities accrued as of the Closing Date and as identified on Schedule 4.4.

4.5 INDEMNIFICATION OF GMMC. McBar covenants and agrees to defend, indemnify and hold GMMC harmless against any loss, damage, claim of third parties, actions, suits, demands, judgments or expense (including legal and other fees and charges) incurred or sustained by GMMC as a result of or attributable to the sale of products made by or services rendered by McBar in the conduct of the Business after the Closing.

V. CONDITIONS

5.1 CONDITIONS TO GMMC'S OBLIGATION. The obligations of GMMC to complete the Closing hereunder are, at GMMC's option, subject to the following conditions:

- (a) All representations and warranties by McBar contained in this Agreement shall be true in all material respects as of and at the Closing Date.
- (b) McBar shall have performed and complied with all agreements, terms and conditions required by this Agreement to be performed and complied with by McBar on or before the Closing Date.
- (c) GMMC shall have received an opinion of counsel for McBar dated the Closing Date in form and substance reasonably satisfactory to counsel for GMMC stating that:
 - i. McBar is a corporation duly organized and existing in good standing under the laws of the Commonwealth of Kentucky and is duly qualified to do business where required by law.
 - ii. McBar has full power and authority to make, execute, deliver and perform this Agreement and all corporate and other proceedings required to be taken by McBar, its directors and shareholders to authorize McBar to enter into and carry out this Agreement and the transactions contemplated hereby have been duly and properly taken and this Agreement constitutes a valid obligation binding upon McBar in accordance with its terms, and that McBar is and has the corporate power to conduct the type of business presently conducted by GMMC.
 - iii. The execution and delivery of this Agreement and the consummation hereof do not conflict with or result in breach of or constitute a default under the Articles of Incorporation or Bylaws of McBar or any material agreement or instrument of which such counsel has knowledge and to which McBar is a party or by which McBar is bound.

5.2 CONDITIONS TO McBAR'S OBLIGATIONS. The obligations of McBar to complete the Closing under this Agreement are, at McBar's option, subject to fulfillment by GMMC of each of the following conditions:

- (a) All representations and warranties of GMMC contained in this Agreement shall be true in all material respects as of and at the Closing with the same effect as if said representations and warranties had been made on and as

of Closing.

- (b) GMMC shall have performed and complied with all agreements, terms and conditions required by this Agreement to be performed and complied with by GMMC on or before the Closing.
- (c) McBar shall have received an opinion of counsel for GMMC as of the Closing Date, in form and substance reasonably satisfactory to counsel for McBar, stating that:
 - i. GMMC is a corporation duly organized, validly existing and in good standing under the laws of the Commonwealth of Virginia, and has full power to own or lease its assets and to conduct its current business.
 - ii. GMMC has the full corporate power and authority to make, execute, deliver and perform its obligations under the Agreement. The execution and delivery by GMMC of the Agreement and the consummation of the transactions contemplated thereby have been duly authorized by the Board of Directors of GMMC and its sole shareholder and no other corporate proceedings on its part are necessary with respect thereto.
 - iii. The execution and delivery by GMMC of the Agreement and the consummation of the transactions contemplated thereby to be performed by GMMC does not and will not (a) violate or result in a breach of any provision of the Articles of Incorporation or Bylaws, as amended, of GMMC or (b) to counsel's knowledge, after due inquiry, violate any statute, rule or regulation applicable to the transactions contemplated by the Agreement and to be performed by GMMC.
 - iv. This Agreement constitutes a legal, valid and binding obligation of GMMC, enforceable in accordance with its terms, except as the same may be limited by (a) any applicable bankruptcy, insolvency, reorganization, moratorium or similar laws relating to or affecting creditors' rights generally and (b) legal and equitable limitations on the availability of specific remedies.
- (d) The Shareholder shall have executed and delivered to McBar the Requirements Agreement attached hereto as Exhibit "B".

- (e) GMMC shall have delivered to McBar such other instruments and documents as McBar shall reasonably request for the purpose of further perfecting the title of McBar in the Assets transferred hereunder.
- (f) GMMC shall have received all governmental approvals, if any, necessary to permit the transfer to McBar of the Assets transferred hereunder.
- (g) GMMC and the Shareholder shall not be in bankruptcy or similar proceeding.
- (h) McBar shall have received a commitment for title insurance from a reputable title insurance company insuring the title to the Business Premises against all liens, encumbrances and defects excepting only utility and roadway easements and local planning, zoning and land use restrictions affecting the Business Premises.
- (i) The use of the Business Premises for the conduct of the Business is a lawful and permitted use under applicable planning, zoning and land use laws and regulations.

5.3 MEETING OF BOARD OF DIRECTORS AND SHAREHOLDERS. GMMC has obtained all requisite Director and shareholder approval and authorization required to enable GMMC to sell the Assets to McBar in accordance with all applicable laws, rules and regulations.

5.4 WAIVERS AND CONSENTS. GMMC shall use its best efforts to obtain such written waivers and consents as may be required in connection with the sale and transfer of the Assets to McBar in accordance with the terms of this Agreement.

VI. CLOSING OBLIGATIONS

6.1 GMMC'S OBLIGATIONS AT CLOSING. At Closing, GMMC shall execute and deliver to McBar:

- (a) Appropriate original instruments of any required consent or waiver executed by third parties with respect to any contracts, agreements, licenses, etc., being transferred to McBar hereunder in order more fully to effect the transfer of the Assets conveyed hereunder, including without limitation any consents required, if any, by all appropriate governmental agencies.
- (b) Instruments conveying to McBar all of GMMC's right and title in and to the Assets.

- (c) To the extent not previously furnished to McBar, all of GMMC's business records, papers, contracts, agreements and any other property or records used or usable in connection with the Assets and the Business.
- (d) True and complete copies of resolutions duly accepted and approved by GMMC's Board of Directors and its shareholders entitled to vote thereon confirming this Agreement, authorizing the carrying out of all of the transactions contemplated herein, and the execution and delivery by GMMC of all instruments then or thereafter required to do so.
- (e) The duly executed Requirements Agreement, a copy of which is attached as Exhibit "B".
- (f) A Certificate signed by a duly authorized officer of GMMC dated the Closing Date certifying, to the best of his knowledge, that all GMMC's representations and warranties set forth in this Agreement continue to be true on the Closing Date as if originally made on such date except as otherwise contemplated or permitted under this Agreement.
- (g) The opinion of counsel for GMMC required under Section 5.2(c) hereof.

6.2 GMMC'S IMPLIED OBLIGATION. From time to time at McBar's request whether at or after the Closing and without further consideration, GMMC shall:

- (a) Execute and deliver to McBar such instruments as may reasonably be required to carry out the intent and purpose of this Agreement; and
- (b) To take such other actions McBar may request more effectively to convey and transfer to McBar any of the Assets sold to McBar hereunder or to assist McBar in the collection and reduction of such property to McBar's possession.

6.3 McBAR'S OBLIGATIONS AT CLOSING. At Closing McBar shall execute and deliver to GMMC:

- (a) Payments provided for herein.
- (b) The opinion of counsel for McBar as hereinabove required.
- (c) True and complete copies of resolutions duly adopted by McBar's Board of Directors and shareholders and duly certified by the Secretary of the corporation, which provide all necessary corporate authorization for the execution and carrying out of this Agreement and the provisions hereof.

- (d) A Certificate signed by the President and by the Secretary of McBar dated the Closing certifying that all McBar's representations and warranties set forth in this agreement continue to be true on the Closing Date as if originally made on such date except as otherwise contemplated or permitted under this Agreement.
- (e) Appropriate instruments assuming the obligations of GMMC under the contracts and agreements set forth in Schedule 1.1(f) hereof.

6.4 POST-CLOSING COMPUTER SERVICES. From the Closing Date through March 31, 1995, GMMC shall maintain for the benefit of McBar the existing DBSI computer system and shall provide operators to maintain and service the system for access by McBar. Specifically, GMMC shall maintain and provide services for the DBSI electronic data entry, invoicing, shop order control, inventory, quality assurance, and raw materials purchasing modules. GMMC shall provide these services to McBar at the following charges:

Telephone Line Charge	Not to exceed \$1,200.00
Service Charge	Not to exceed \$ 120.00
 Total	 \$1,320.00

VII. NONCOMPETITION

7.1 RESTRICTION ON ACTIVITIES OF GMMC AND SHAREHOLDER. In consideration of the premises and as an inducement to McBar entering into this Agreement, GMMC and the Shareholder agree and covenant that they will not jointly or severally, for a period of five (5) years following the Closing Date within the United States of America, directly or indirectly, through corporations, partnerships, trusts, associations, joint ventures or any unincorporated businesses, perform any services for, engage in or acquire, be an agent of, consultant to, have any financial, beneficial or equity interest (except an interest of five percent (5%) or less in a company listed for trading on a national stock exchange) in, or have any interest based on the profits or revenues of, any business which is in any manner or to any degree competitive with the type of Business conducted by GMMC prior to the time of Closing; provided, however, that the foregoing shall not preclude GMMC or the Shareholder from selling, purchasing, and distributing products of any other vendor or supplier similar to or competitive with the products manufactured by the Business before or after the Closing.

7.2 ENFORCEABILITY. The parties agree that the foregoing provisions are reasonable. If any court or other tribunal having jurisdiction to determine the validity or enforceability of the preceding paragraph 7.1 determines that, strictly applied, it would be invalid or unenforceable, the time and geographical provisions thereof shall be deemed modified to the extent necessary (but only to that extent) to render the restrictions, as modified, valid and enforceable.

VIII. MISCELLANEOUS

8.1 BROKERAGE. Each party represents and warrants to the other that no broker is entitled to any commission or similar fee in connection with the making and carrying out of this Agreement.

8.2 SALES OR TRANSFER TAXES. Any sales, transfer or use taxes, and any filing fees which may be payable in connection with the transfer of any of the Assets to be transferred to McBar hereunder shall be borne equally by GMMC and McBar.

8.3 COLLECTION OF RECEIVABLES. With respect to any accounts receivable to be collected by McBar after Closing, GMMC shall reasonably cooperate with McBar in connection therewith.

8.4 INDEMNIFICATION.

(a) Subject to paragraph 8.4(c) below, GMMC covenants and agrees to defend, indemnify and hold McBar harmless against any loss, damage, claim of third parties, action, suits, demands, judgments or expense (including legal and other fees and charges) incurred or sustained by McBar as a result of or attributable to any misrepresentation or breach of any representation, warranty, covenant or agreement herein given or made by GMMC.

(b) Subject to paragraph 8.4(c) below, McBar covenants and agrees to defend, indemnify and hold GMMC harmless against any loss, damage, claim of third parties, action, suits, demands, judgments or expense (including legal and other fees and charges) incurred or sustained by GMMC as a result of or attributable to any misrepresentation or breach of any representation, warranty, covenant or agreement herein given or made by McBar.

(c) The representations and warranties of the parties shall survive this Agreement for a period of one (1) year, except for the representations and warranties of GMMC in Sections 2.4, 2.6 and 2.8, which shall survive this Agreement for a period of five (5) years. All damages to which the parties may be entitled pursuant to this Section 8.4 shall be net of any insurance coverage with respect to said damages. Neither party shall be entitled to indemnification under this Section 8.4 with respect to any representation or warranty made under this Agreement until the loss or damage from the breach of such representations and warranties equals or exceeds the sum of Thirty-Two Thousand Dollars (\$32,000.00) in the aggregate; thereafter, the parties suffering such loss or damage shall be entitled to indemnification in the full amount of any loss or damage in excess of Thirty-Two Thousand Dollars (\$32,000.00) arising out of the breach of any representation or warranty under this Agreement, subject to appropriate verification thereof.

8.5 EFFECTIVENESS. This Agreement supersedes any and all agreements, if any, previously made between the parties relating to the subject matter hereof and there are no understandings or agreements other than those included herein.

8.6 NOTICES AND COMMUNICATIONS. Any notice, payment, request, instruction or other document to be delivered hereunder shall be deemed sufficiently given if in writing and delivered personally or mailed by certified mail, postage prepaid, if to McBar:

Address to McBar at the address set forth above with one (1) copy to Mosley, Clare & Townes, Fifth Floor, Hart Block Building, 730 West Main Street, Louisville, Kentucky 40202, ATTENTION: Victor L. Baltzell, Jr.;

And, if addressed to GMMC:

Office of General Counsel, General Medical Corporation, 8741 Landmark Road, Richmond, Virginia 23228;

unless in each case McBar or the Shareholder shall notify the other in writing of a different address.

8.7 HEADINGS. Headings in this Agreement are for convenience only and are not to be used for interpreting or construing any provision hereof.

8.8 SUIT OR ACTION. In the event any suit or action is brought by either party under this Agreement to enforce any of its terms, or any appeal therefrom, it is agreed that the prevailing party shall be entitled to reasonable attorney fees to be fixed by the trial court and/or appellate court.

8.9 GOVERNING LAW. This Agreement shall be construed in accordance with and governed by the laws of the Commonwealth of Kentucky.

8.10 COUNTERPARTS. This Agreement may be executed in one (1) or more counterparts, each of which shall be deemed an original but all of which together shall constitute one in the same instrument.

8.11 BINDING NATURE. The provisions of this Agreement shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and assigns.

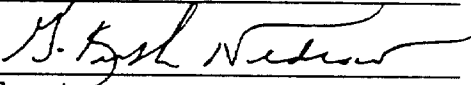
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date indicated below and in each case intending to be legally bound hereby effective the date first above written.

"GMMC"

GENERAL MEDICAL
MANUFACTURING COMPANY

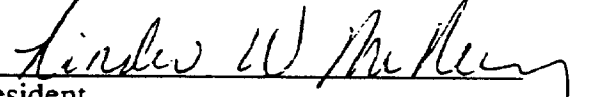
By: 
~~President~~ DONALD B. GARBER
SENIOR VICE PRESIDENT

DATE: February 20, 1995

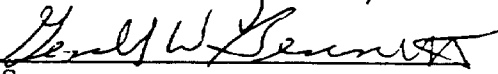
ATTEST: 
Secretary

"McBAR"

McBAR MEDICAL INDUSTRIES, INC.

By: 
President

DATE: February 20, 1995

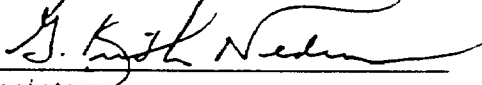
ATTEST: 
Secretary

"SHAREHOLDER"

GENERAL MEDICAL CORPORATION

By: 
~~President~~ DONALD B. GARBER
SENIOR VICE PRESIDENT

DATE: February 20, 1995

ATTEST: 
Secretary

Disclosure Schedule to Part II
Representations & Warranties of GMMC

GMMC affirms that the representations and warranties in Part II of the Agreement are true and correct as of the Closing, with the following exceptions:

Section 2.6 Litigation or Other Proceedings. GMMC has informed McBar of the existing product liability lawsuit styled Carol A. Buschman v. General Medical Corporation (Case No. 92 L 12896, Circuit Court of Cook County, Illinois, County Department, Law Division). While McBar is not assuming liability for this case, McBar has been informed of the existence of the case and has been afforded an opportunity to review any relevant documents pertaining to the lawsuit that McBar in its discretion deems necessary or prudent as part of its due diligence.

Section 2.8 ERISA and Related Matters. While GMMC does not maintain for the employees of the business any multi-employer plan, GMMC does maintain certain employee welfare benefit plans and an employee thrift plan. McBar has been provided information concerning these benefits and has been provided access to documents concerning each of these plans during the course of McBar's due diligence.

Section 2.12 Inventory. GMMC and Redi Products Division have generally honored the terms of the company standard Return of Goods Clause, a copy of which is attached to this Disclosure Schedule. Goods in the possession of wholesalers, retailers, or other customers of the Business may be returned in accordance with these terms.

Return Goods Policy. All requests for return of Supplies must have a return authorization number issued by GM's customer service department unless returned by a GM sales representative. All returned Supplies must be in original packaging and in resalable condition. The amount of credit on any given return is based upon the following:

- Supplies shipped in error by GM and nonconforming Supplies - FULL CREDIT - if returned within thirty (30) days;
- . Supplies shipped that are damaged or do not meet GM's standard quality -FULL CREDIT - if returned within thirty (30) days;
- . Locally-stocked Supplies returned within thirty (30) days of invoice - FULL CREDIT;
- . Locally-stocked Supplies returned after thirty (30) days of invoice - 15% RESTOCKING CHARGE;
- . All other Supplies that are returnable to vendor are charged the same restocking charge the vendor charges GM;
- . All other Supplies that are NOT returnable to vendor - NO CREDIT;
- . Special order and custom Supplies - NOT RETURNABLE.

TERMS AND CONDITIONS

The terms and conditions of this invoice supersede the terms and conditions of any purchase order made by Buyer. No prior course of dealing or usage of trade shall affect this invoice or be admissible to explain, modify, or contradict this invoice.

1. **Payment for the Supplies.** Seller's terms of payment are Net 30 days. Any invoiced amount remaining unpaid after thirty (30) days, unless disputed in good faith, shall be deemed "past due." Past due balances are subject to a service charge of one and one-half percent (1.5%) per month. If Buyer fails to pay any or all of the invoiced amount when due or if Buyer's financial status renders Seller insecure, Seller may, without further notice, immediately (i) cancel any remaining orders and suspend Seller's performance hereunder, and (ii) declare due and payable all other amounts invoiced by Seller to Buyer regardless of when such payments would otherwise be due from Buyer.

Any order discrepancy must be reported to Seller for resolution within ten (10) days of the invoice date and any price discrepancy within ninety (90) days of the invoice date; otherwise, Seller shall have no obligation to issue any credit or to replace any goods with respect to the order. Payment of any incentive, rebate, fee, or bonus due to Buyer under any Seller contract or program shall be net of any unauthorized miscellaneous deductions and service charges, and Buyer shall forfeit any such payment if Buyer's accounts receivable balance exceeds thirty (30) days on the day that payment is due.

An order for custom Supplies shall be irrevocable when accepted by Seller.

2. **Shipment, Risk of Loss and Title.** All routine orders (and related backorders) shall be shipped F.O.B. Buyer by a carrier selected by Seller. Emergency or rush orders are subject to added handling and/or transportation charges.

3. **Minimum Order Charge.** For orders less than Three Hundred Dollars (\$300.00), a Ten Dollar (\$10.00) handling charge will be added to the amount invoiced.

4. **Return Goods Policy.** All requests for return of Supplies must have a return authorization number issued by Seller's customer service department. All returned Supplies must be in original packaging and in resalable condition. The amount of credit on any given return is based upon the following:

- Supplies shipped in error by Seller and nonconforming Supplies - FULL CREDIT - if returned within thirty (30) days;
- Supplies shipped that are damaged or do not meet Seller's standard quality - FULL CREDIT - if returned within thirty (30) days;
- Locally-stocked Supplies returned within thirty (30) days of invoice - FULL CREDIT;
- Locally-stocked Supplies returned after thirty (30) days of invoice - 15% RESTOCKING CHARGE;
- Supplies that are not locally stocked, but are returnable to vendor, are subject to a 15% re-stocking charge, plus any additional costs incurred in returning the Supplies to the vendor;
- Supplies that are NOT returnable to vendor - NO CREDIT;
- Special order or custom items of Supplies - NOT RETURNABLE.

5. **Excusable Delays.** If the performance of a party is rendered impracticable by reason of an act of God or any other event beyond

the reasonable control of the party, the performance of said party shall be excused, except for the obligation to make money payments, upon giving the other party written notice inereot with reasonable particulars concerning the delay.

6. **Taxes.** When applicable, sales taxes shall be included in the Price of Supplies and invoiced to Buyer. All other taxes (other than income or excess profit taxes) which may be imposed by any taxing authority on the sale, delivery or use of Supplies and for which Seller may be held responsible for collection or payment, shall be paid to Seller upon demand.

7. **Collection Costs.** If any party takes legal action to collect any sum due or to enforce any provision hereunder, the prevailing party shall be entitled to receive all expenses of collection including, without limitation, reasonable attorney's fees.

8. **Indemnity.** Seller agrees to defend and indemnify Buyer from and against any personal injury or property damage arising from any act or omission of Seller in performing this Agreement. Seller shall also extend to Buyer any assignable manufacturer's warranty on Products.

SELLER MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY OF ANY SUPPLIES OR THEIR FITNESS FOR ANY PARTICULAR USE OR PURPOSE. BUYER SHALL LOOK TO THE MANUFACTURER OF SUPPLIES FOR ANY WARRANTY THEREON. NO AGENT, EMPLOYEE, OR REPRESENTATIVE OF SELLER HAS ANY AUTHORITY TO MAKE ANY AFFIRMATION, REPRESENTATION, OR WARRANTY CONCERNING SUPPLIES NOT SET FORTH IN THIS AGREEMENT.

BUYER SHALL NOT HOLD SELLER LIABLE FOR ANY DEFECT IN SUPPLIES, REGARDLESS OF KIND, UNLESS SUCH DEFECT RESULTS FROM THE WILLFUL DEFAULT OR GROSS NEGLIGENCE OF SELLER. BUYER AGREES TO FILE SOLELY WITH THE MANUFACTURER OF THE SUPPLIES ANY CLAIM OR LAWSUIT ALLEGING LOSS, INJURY, DAMAGE, OR DEATH ARISING OUT OF OR CAUSED BY THE USE, SALE, DISTRIBUTION, OR POSSESSION OF SUPPLIES.

IN NO EVENT SHALL SELLER BE LIABLE TO BUYER FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS) FROM ANY CAUSE, INCLUDING, WITHOUT LIMITATION, DAMAGES RESULTING FROM ANY UNAVAILABILITY OF, DEFECT IN, OR MISSHIPMENT OF SUPPLIES.

9. **Assignment and Waiver.** Buyer may not assign or transfer any interest under any order accepted by Seller or delegate any obligation hereunder without the prior written consent of Seller. The failure of either party to enforce any provision hereof shall not be deemed a waiver of the right to enforce said provision or any other provision thereafter.

10. **Governing Law.** This invoice shall be deemed to be made in the Commonwealth of Virginia and shall in all respects be interpreted, construed, and governed by and in accordance with the laws of the Commonwealth of Virginia without any presumption or construction against the party causing said invoice to be drafted.

11. **Medicare Notice and Records.** Any discounts shown on this statement may be reportable under the Medicare and Medicaid Patient and Protection Act of 1987, as amended ("Medicare Act") (See 42 C.F.R. § 1001.952(h)(i)). Seller shall maintain all records and permit any audit required under the Medicare Act.

CODES

R - REFRIGERATE
N - CUST. REQUEST NO. B.O.
X - SHIPMENT CONSIDERED COMPLETE
O - NARCOTIC

T - NON STOCK ITEM ORDERED
Z - PREVIOUSLY DELIVERED
P - TAX EXEMPT
A - DROP SHIPPED

TRADEMARK

REEL: 002029 FRAME: 0439

Redi Products' commitment to its customers is to provide a complete line of innovative, superior quality, competitively priced products. This, combined with excellent service, has been our trademark to our customers for over 37 years.

Throughout the manufacturing process, we rigorously follow Good Manufacturing Practices while meeting all FDA and EPA guidelines. Our quality control program assures that you, our customer, will receive only the highest quality, consistent product.

L A C R O S S E W A R R A N T Y

Redi Products guarantees the LACROSSE line of products to be free from defects in materials and workmanship. Just return the unused portion of any defective LACROSSE item to Redi Products for a replacement.

REDI PRODUCTS

Prichard, WV 25555
1-800-955-6782

A division of General Medical Manufacturing Company
Richmond, VA 23228
A Rabco Health Services Company

ASSIGNMENT AND ASSUMPTION OF AGREEMENT

Pursuant to the terms of that certain Agreement dated February 20, 1995 (the "Agreement") entered into by and between McBAR MEDICAL INDUSTRIES, INC., a Kentucky corporation ("McBar"), GENERAL MEDICAL MANUFACTURING COMPANY, a Virginia corporation, and GENERAL MEDICAL CORPORATION, a Virginia corporation, McBar has the right to assign the Agreement to its designee, and with respect to such right and intending to be legally bound, McBar hereby assigns, transfers and conveys to REDI PRODUCTS, INC., a Kentucky corporation ("Redi"), its successors and assigns, all right, title and interest of McBar in the Agreement, and authorizes Redi to take all legal proceedings in its own name and in the name of McBar in order to enforce McBar's rights under the Agreement.

Redi hereby accepts such assignment of the Agreement and hereby assumes responsibility for the performance of all activities or obligations of McBar which are pursuant to the Agreement required to be performed after the date hereof.

This Assignment and Assumption of Agreement shall inure to the benefit of and be binding upon McBar and Redi and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Assumption of Agreement to be executed by their respective duly authorized officers this 28th day of February, 1995.

"McBAR"

McBAR MEDICAL INDUSTRIES, INC.

By: Linda W. McHenry
Its: President

"REDI"

REDI PRODUCTS, INC.

By: Linda W. McHenry
Its: President

AGREEMENT

AGREEMENT MADE EFFECTIVE THIS 3rd day of March, 1995, by and between General Medical Manufacturing Company, a Virginia corporation ("GMMC"), McBar Medical Industries, Inc., a Kentucky corporation ("McBar"), Redi Products, Inc., a Kentucky corporation and the designee of McBar ("Redi"), and General Medical Corporation, a Virginia corporation ("Shareholder").

WHEREAS, GMMC, McBar and the Shareholder are also parties to an Agreement dated February 20, 1995 (the "Agreement") pursuant to which GMMC agreed to sell to McBar, and McBar agreed to purchase from GMMC, the assets of GMMC's Redi Products division on the terms and subject to the conditions specified in the Agreement, and

WHEREAS, the parties have mutually agreed to change the Closing Date under the Agreement to March 6, 1995 and desire to evidence herein their understanding with respect to such change.

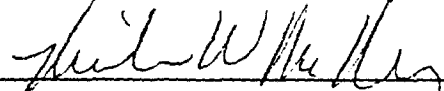
NOW, THEREFORE, intending to be legally bound, the parties hereto agree as follows:

1. The Closing Date specified in Section 1.2 of the Agreement shall be March 6, 1995 or such other date as mutually agreed upon between the parties.
2. Notwithstanding the contrary language of Section 1.2 of the Agreement, transactions of the Business consummated on the Closing Date shall be for the account of McBar and Redi as if the Closing occurred immediately before the open of business on the Closing Date.


GENERAL MEDICAL
MANUFACTURING COMPANY

By: 

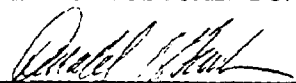
MCBAR MEDICAL INDUSTRIES, INC.

By: 

REDI PRODUCTS, INC.

By: 

GENERAL MEDICAL CORPORATION

By: 

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BOOK/PAGE
700 / 276
WAYNE COUNTY COMMISSION
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36657
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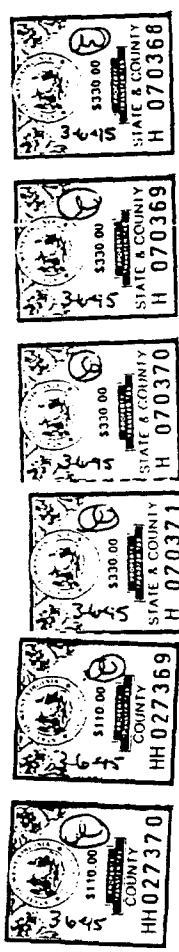
RETURN TO:
W. DAN EGNOR
P. O. BOX 2751
HUNTINGTON, WV 25727

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PAGE 276

MAR 7 1995

THIS DEED, made this 1st day of March, 1995, by and between
GENERAL MEDICAL CORPORATION, formerly Whittaker General Medical
Corporation, party of the first part, and REDI PRODUCTS, INC., a Kentucky
corporation, party of the second part.

WITNESSETH: That for and in consideration of the sum of One Dollar
(\$1.00), cash in hand paid and other good and valuable considerations, the receipt and
sufficiency of all of which is hereby acknowledged, the said party of the first part does
hereby GRANT, BARGAIN, SELL and CONVEY, unto the party of the second part, all
of its right, title and interest in and to the following described real property, to-wit:



A certain tract of land situate in the State of West Virginia,
Wayne County, Butler District, in the Village of Prichard, and
being more particularly bounded and described as follows:

BEGINNING at an iron pipe (set) 25.00 feet right of and at
right angel to center line station 21+30 as shown on sheet
#18 for the Frontage Road, and being in the lands now
owned by the Huntington Industrial Corporation (D.B. 407,
Pg. 530); thence, with the said Frontage Road northwesterly
right-of-way line, as follows:

North 83° 01' 32" West 50.00 feet to an iron pipe (set)
25.00 feet left of and at right angle to the said center line at
station 21+30, South 06° 58' 28" West passing an iron pipe
(set) at 138.81 feet, in all 153.11 feet to an iron pipe (set)
25.00 feet left of and at right angle to the said center line at
PT station 19+76.89, South 23° 38' 22" West 194.50 feet to
an iron pipe (set); thence, leaving the said right-of-way line,
and severing the lands of the said Corporation, North 47°
04' 53" West passing an iron pipe (set) at 292.18 feet, in all
706.95 feet to an iron pipe (set) in the easterly right-of-way
line of the Norfolk and Western Railway Company,
(Valuation Map V-17WV/90-A); thence, with a curve to the
right, having a radius of 1,537.30 feet, for a distance of
587.23 feet, the long chord of which bears: North 81° 28'
34" East 583.67 feet to an iron pipe (set); thence, continuing
with the said Railway right-of-way line, South 87° 35' 31"
East 134.54 feet to an iron pipe (set); thence, leaving the
said right-of-way line, and severing the lands of the said
Huntington Industrial Corporation, as follows:

South 03° 07' 16" West 101.86 feet to an iron pipe (set),
South 17° 10' 41" West 142.79 feet to the BEGINNING,
containing 5.000 acres, more or less, as surveyed by
Ronald L. Eastham & Associates, Inc., on October 17, 1980,

The above described tract is a part of the same land as that described in a deed from Kathy's Farm, Inc., to Huntington Industrial Corporation, dated March 6, 1972, and filed for record March 6, 1972, in Deed Book 407, Page 530, in the Office of the Clerk of the County Commission of Wayne County, West Virginia.

There is to be reserved and excepted the 20 foot utility easement.

There is also hereby granted the non-exclusive right of egress and ingress over Frontage Road to U.S. Route No. 52.

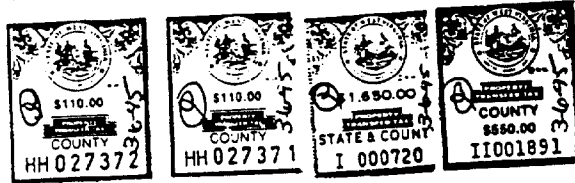
Being the same property heretofore conveyed to Whittaker General Medical Corporation, a corporation, by Huntington Industrial Corporation, a corporation, by deed dated the 17th day of October, 1980, and recorded in the Office of the Clerk of the County Commission of Wayne County, West Virginia in Deed Book 470 at Page 740.

TOGETHER with all the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD unto the said party of the second part, its heirs and assigns, in fee simple forever.

The said party of the first part does hereby covenant to and with the party of the second part that it will WARRANT GENERALLY the title to the property hereby conveyed, subject to any and all covenants, easements and restrictions of record pertaining to the same.

Under the penalty of fine and imprisonment as provided by law, the parties hereby declare that the total consideration paid for the property herein conveyed is \$900,000.00.



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WITNESS the following signature and seal.

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GENERAL MEDICAL CORPORATION

By: *Donald B. Garber* (SEAL)
Its: *Senior Vice President*

STATE OF VIRGINIA,

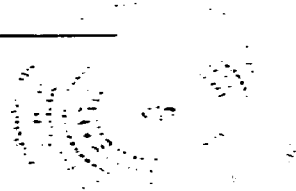
COUNTY OF HENRICO, TO-WIT:

I, *CECILIA MARIE SHEAMAN*, a Notary Public in and for the County and State aforesaid, do hereby certify that *DONALD B GARBER*, who signed the writing above, bearing date the 1st day of March, 1995, for GENERAL MEDICAL CORPORATION, formerly Whittaker General Medical Corporation, has this day acknowledged the same before me the said writing to be the act and deed of said corporation.

Given under my hand this 2nd day of March, 1995.

My commission expires: *June 30, 1995*

Cecilia Marie Sheaman
Notary Public



THIS INSTRUMENT PREPARED BY:

LOCKWOOD, EGNOR & VITAL
Attorneys at Law
741 Fifth Avenue
Huntington, West Virginia 25701

WEST VIRGINIA, WAYNE COUNTY CLERK'S OFFICE

This instrument was this day presented in my office, and thereupon together with the certificate thereto annexed, is admitted to record.

MAR 6 1995

Robert E. Pasley Clerk
By *Shirley A. Osler* Deputy

BILL OF SALE AND ASSIGNMENT

GENERAL MEDICAL MANUFACTURING COMPANY, a Virginia corporation ("Seller"), for valuable consideration paid to it by REDI PRODUCTS, INC., a Kentucky corporation ("Buyer"), the designee of McBAR MEDICAL INDUSTRIES, INC., a Kentucky corporation, the receipt and sufficiency of which is hereby acknowledged, and pursuant to an agreement between Seller and Buyer dated February 20, 1995 (the "Agreement"), to purchase the medical product business of Seller located in Prichard, West Virginia (the "Business", as defined in such Agreement), has bargained and sold, and does hereby sell, transfer, convey and assign the assets identified in Section 1.1 of the Agreement and the Schedules referred to in Section 1.1 of the Agreement (collectively, the "Assets") to have and to hold the same unto Buyer, its successors and assigns, free and clear of all liens, charges and encumbrances of any kind or nature whatsoever.

Excluding, however, all (i) cash and cash accounts, bank accounts, negotiable instruments and utility, security and other deposits (except deposits relating specifically to one or more of the Assets owned by or belonging to Seller or the Business as of and existing on the date hereof); (ii) any accounts receivable and notes receivable related or belonging to the Business as reflected on the books and records of Seller as of the date hereof; and (iii) any other assets of the Business or Seller not specified in Section 1.1 of the Agreement and not identified on the Schedules referred to in Section 1.1 of the Agreement.

Seller covenants and warrants that it is the true and lawful owner of the Assets and has full right, title and authority to bargain and sell the Assets in the manner and form as provided in the Agreement; and, that the Seller, its successors and assigns, shall take such actions as Buyer may request more effectively to convey and transfer to Buyer any of the Assets sold to Buyer hereunder or to assist Buyer in the collection and reduction of such property to Buyer's possession.

Other than the warranty of title herein set forth and the covenants and representations made pursuant to the Agreement, there are no other warranties made or given with respect to the Assets, either express or implied.

This Bill of Sale and Assignment to Buyer shall be binding upon the successors and assigns of Seller and shall inure to the benefit of the successors and assigns of Buyer.

IN WITNESS WHEREOF, Seller has caused this instrument to be executed by its duly authorized officer on March 6, 1995.

"SELLER"

**GENERAL MEDICAL
MANUFACTURING COMPANY**

By: 

Its: _____

DONALD B. GARBER
SENIOR VICE PRESIDENT

ASSIGNMENT AND ASSUMPTION OF CONTRACTS

FOR VALUE RECEIVED, and pursuant to the terms of that certain Agreement dated February 20, 1995 (the "Agreement") entered into by and between McBAR MEDICAL INDUSTRIES, INC., a Kentucky corporation ("McBar"), GENERAL MEDICAL MANUFACTURING COMPANY, a Virginia corporation ("GMMC"), and GENERAL MEDICAL CORPORATION, a Virginia corporation, intending to be legally bound, GMMC hereby sells, assigns, transfers and conveys to McBar, its successors and assigns, all right, title and interest of GMMC in and to the contracts, agreements and commitments described in Schedule 1.1(f) to the Agreement (the "Assigned Contracts"), and authorizes McBar to take all legal proceedings in its own name and in the name of GMMC in order to enforce McBar's rights under the Assigned Contracts.


McBar hereby accepts such assignment of the Assigned Contracts and hereby assumes responsibility for the performance of all activities or obligations of GMMC which are pursuant to the Assigned Contracts required to be performed after the date hereof; provided, however, that McBar shall have no responsibilities to perform any such activities to the extent contracted for by GMMC between the Effective Date (as defined in the Agreement) and the date hereof without the consent of McBar.

This Assignment and Assumption of Contracts shall inure to the benefit of and be binding upon GMMC and McBar and their respective successors and assigns, including, without limitation, Redi Products, Inc., a Kentucky corporation and the assignee of McBar.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed by their respective duly authorized officers this 6th day of March, 1995.

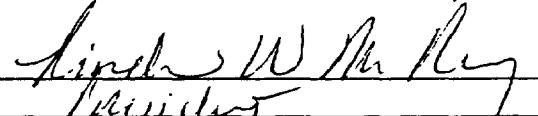
"GMMC"

GENERAL MEDICAL
MANUFACTURING COMPANY

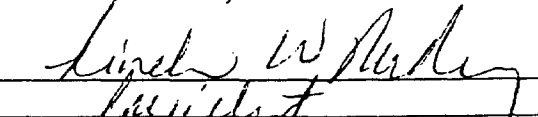
By: 
Its: DONALD B. GARBER
SENIOR VICE PRESIDENT

"McBAR"

McBAR MEDICAL INDUSTRIES, INC.

By: 
Its: President

REDI PRODUCTS, INC.

By: 
Its: President

TRADEMARK

REEL: 002029 FRAME: 0447

ASSUMPTION AGREEMENT

THIS ASSUMPTION AGREEMENT is made to be effective on March 6, 1995, by and between GENERAL MEDICAL MANUFACTURING COMPANY, a Virginia corporation ("GMMC"), and REDI PRODUCTS, INC., a Kentucky corporation ("Redi"), which is the designee of McBar MEDICAL INDUSTRIES, INC., a Kentucky corporation ("McBar"), as hereinafter identified.

WITNESSETH:

WHEREAS, pursuant to the agreement dated February 20, 1995, by and between GMMC, McBar and General Medical Corporation (the "Agreement"), GMMC is simultaneously herewith selling, transferring and delivering to McBar and to Redi, McBar's designee, the Assets and the Business (as those terms are defined in the Agreement); and

WHEREAS, as partial consideration for the transfer of the Assets and the Business, Section 4.4 of the Agreement requires McBar to assume and agree to discharge certain liabilities accrued as of the Closing Date;

NOW, THEREFORE, pursuant to the terms of Section 4.4. of the Agreement and for other good and valuable consideration received to the full satisfaction of the parties hereto, GMMC hereby assigns to McBar, and McBar hereby assumes, agrees to pay, discharge and perform, as appropriate, when lawfully due or required to be performed, the liabilities accrued as of the date hereof and as identified on Schedule 4.4 of the Agreement.

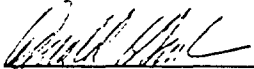
Except as set forth in this Assumption Agreement and in the Assignment and Assumption of Contracts dated the date hereof and delivered pursuant to Section 4.3 of the Agreement, GMMC acknowledges that McBar is acquiring the Assets under the Agreement without any assumption of GMMC's liabilities with respect to such Assets or the Business. GMMC covenants and agrees to defend, indemnify and hold McBar harmless against any loss, damage, claim of third parties, actions, suits, demands, judgments or expense (including legal and other fees and charges) incurred or sustained by McBar as a result of or attributable to the sales of products made by or services rendered by the Business prior to the date hereof.

This Assumption Agreement shall inure to the benefit of and be binding upon GMMC and McBar and their respective successors and assigns, including, without limitation, Redi Products, Inc., a Kentucky corporation, and the assignee of McBar.

IN WITNESS WHEREOF, the parties have caused this Assumption Agreement to be duly executed and delivered by their respective duly authorized officers this ____ day of March, 1995.

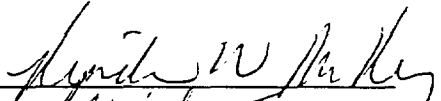
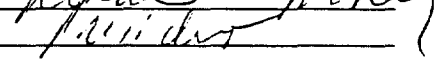
"GMMC"

GENERAL MEDICAL
MANUFACTURING COMPANY

By: 
Its: DONALD B. GARBER
SENIOR VICE PRESIDENT

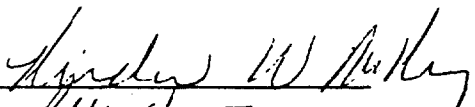
"McBAR"

McBAR MEDICAL INDUSTRIES,
INC.

By: 
Its: 

"REDI"

REDI PRODUCTS, INC.

By: 
Its: 