

2. Name of Conveying Parties (continued)

Conveying Party	State of Incorporation
Graham-Field, Inc.	New York
Graham-Field Express (Dallas), Inc.	Delaware
Graham-Field Temco, Inc.	New Jersey
Everest & Jennings International Ltd.	Delaware
Graham-Field Bandage, Inc.	Rhode Island
Graham-Field Express (Puerto Rico), Inc.	Delaware
Everest & Jennings, Inc.	California
LaBac Systems, Inc.	Colorado
Medical Supplies of America, Inc.	Florida
Health Care Wholesalers, Inc.	Georgia
Rabson Medical Sales, Ltd.	New York
Smith & Davis Manufacturing Company	Missouri
Lumex/Basic American Holdings, Inc. (formerly known as Fuqua Enterprises, Inc.)	Delaware
Basic American Medical Products, Inc.	Georgia
Lumex Medical Products, Inc.	Delaware
Kuschall of America, Inc.	California
MUL Acquisition Corp. II	Delaware
Lumex Sales and Distribution Co. Inc.	Delaware
Basic American Sales and Distribution Co., Inc.	Delaware
Graham-Field Sales Corp.	Delaware
Zens Data Systems, Inc.	Delaware
Graham-Field Distribution, Inc.	Missouri
HC Wholesalers, Inc.	Georgia
Critical Care Associates, Inc.	Georgia

Schedule A

U.S. Trademarks

Graham-Field, Inc.

<u>OFGS Ref.</u>	<u>Trademark</u>	<u>Serial No./ Registration No.</u>	<u>Filing Date/ Registration Date</u>
T/3718-3	THERA-PUTTY	1,589,840	4/3/90
T/3718-4	DIAMOND QUALITY & Design	2,161,950	6/2/98
T/3718-5	HEALTHTEAM	1,816,766	1/18/94
T/3718-6	T TEMCO & Design	1,702,815	7/28/92
T/3718-7	LABTRON	1,619,703	10/30/90
T/3718-8	MUSTANG	2,082,212	7/22/97
T/3718-10	BRISTOLINE	860,512	11/19/68
T/3718-11	BRISTOLINE	870,161	5/27/69
T/3718-30	SOK-IT GUARD	1,049,290	9/28/76
T/3718-31	JOHN BUNN & Design	2,003,945	10/1/96
T/3718-32	JOHN BUNN	1,982,067	6/25/96
T/3718-33	GF (Stylized)	2,014,982	11/12/96
T/3718-34	GRAHAM-FIELD	2,009,659	10/22/96
T/3718-35	SUNDRY TIMES	1,890,334	4/18/95
T/3718-36	NEB-U-LITE	2,014,806	11/12/96
T/3718-37	MINI-MIST	2,042,652	3/11/97
T/3718-38	AMICO & Design	2,036,797	2/11/97
T/3718-39	PORTAMATE	2,137,403	2/17/98
T/3718-40	GRAFCO & Design	1,372,086	11/26/85
T/3718-41	PATIENT TECHNOLOGY INC.	1,389,769	4/15/86
T/3718-42	T TEMCO & Design	1,340,037	6/11/85

T/3718-43	TEMCO	1,324,038	3/12/85
T/3718-45	FRAC-KIT	1,069,788	7/19/77
T/3718-49	GENTLE EXPRESSIONS	1,319,191	2/12/85
T/3718-50	GRAFCO	1,373,342	12/3/85
T/3718-51	SURVALENT	1,071,344	8/16/77
T/3718-53	HEALTHTEAM	1,462,203	10/20/87
T/3718-72	TENDER CLOUD	1,593,067	4/24/00
T/3718-73	TENDERFLO	1,518,027	12/27/88
T/3718-74	TENDERGEL	1,518,026	12/27/88
T/3718-75	TENDER	1,518,025	12/27/88
T/3718-76	TENDERAIR	1,518,024	12/27/88

LaBac Systems, Inc.

<u>OFGS Ref.</u>	<u>Trademark</u>	<u>Serial No./ Registration No.</u>	<u>Filing Date/ Registration Date</u>
T/3719-2	MTRC	1,872,410	1/10/95
T/3719-3	BTC	1,871,245	1/3/95
T/3719-4	MRC	1,871,234	1/3/95
T/3719-7	MTC	1,975,656	5/28/96

Lumex, Inc.

<u>OFGS Ref.</u>	<u>Trademark</u>	<u>Serial No./ Registration No.</u>	<u>Filing Date/ Registration Date</u>
T/3720-14	KINETRON	1,280,026	5/29/84
T/3720-15	EAGLE	1,281,435	6/12/84

Medical Supplies of America, Inc.

<u>OFGS Ref.</u>	<u>Trademark</u>	<u>Serial No./ Registration No.</u>	<u>Filing Date/ Registration Date</u>
T/3721-2	MEDAPEX	1,413,738	10/14/86

MUL Acquisition Corp. II

<u>OFGS Ref.</u>	<u>Trademark</u>	<u>Serial No./ Registration No.</u>	<u>Filing Date/ Registration Date</u>
T/3722-6	SAFE-TIE	1,607,376	7/24/90
T/3722-2	LUMEX FOR THE QUALITY OF LIFE & Design	1,818,983	2/1/94
T/3722-5	LUMEX FOR THE QUALITY OF LIFE & Design	1,828,216	3/29/94
T/3722-4	LUMEX FOR THE QUALITY OF LIFE & Design	1,842,838	7/5/94
T/3722-3	LUMEX FOR THE QUALITY OF LIFE & Design	1,849,838	8/16/94
T/3722-7	Design only	1,847,307	7/26/94
T/3722-11	Design only	1,857,229	10/4/94
T/3722-13	LUMEX	889,784	4/21/70
T/3722-15	Design only	1,853,093	9/6/94
T/3722-16	AQUA-EASE	1,114,852	3/13/79
T/3722-17	AKROS	1,557,804	9/26/89
T/3722-18	AKROTECH	1,846,647	7/26/94
T/3722-20	Design only	1,857,245	10/4/94
T/3722-21	AQUA SPA	1,410,376	9/23/86
T/3722-22	ORTHO EASE	1,044,759	7/27/76
T/3722-24	ALTADYNE	2,032,814	1/21/97
T/3722-27	RUNABOUT	2,137,212	2/17/98

T/3722-28	SURE-LIFT	2,137,415	2/17/98
T/3722-33	TUB GUARD	1,548,147	7/18/89
T/3722-34	SURE-GAIT	1,478,525	3/1/88
T/3722-35	PREFERRED CARE	1,517,876	12/27/88
T/3722-36	POSTURE-GLIDE	1,507,968	10/11/88
T/3722-37	ORTHO-BIOTIC	1,022,081	10/7/75
T/3722-38	DESIGN ONLY	1,790,975	8/31/93
T/3722-39	LUMEX WRAP-AROUND	1,945,864	1/2/96
T/3722-40	LUMEX	1,289,792	8/14/84
T/3722-42	BRENTWOOD	1,287,101	3/13/79

Everest & Jennings, Inc.

<u>OFGS Ref.</u>	<u>Trademark</u>	<u>Serial No./ Registration No.</u>	<u>Filing Date/ Registration Date</u>
T/3723-29	ADVANTAGE	1,609,002	8/7/90
T/3723-32	LANCER	1,573,233	12/26/89
T/3723-33	METRO LX	2,208,333	12/8/98
T/3723-34	METRO	2,593,321	7/16/02
T/3723-35	EVEREST JENNINGS EJ	1,142,372	12/9/80
T/3723-38	UNIVERSAL	1,037,402	4/6/76
T/3723-39	TRAVELER	1,037,401	4/6/76
T/3723-40	EVEREST & JENNINGS	1,027,283	12/16/75
T/3723-41	PREMIER	870,166	5/27/69
T/3723-42	STARLINER	870,165	5/27/69
T/3723-43	EVEREST & JENNINGS	620,463	1/31/56
T/3723-44	VISION	1,903,503	7/4/95
T/3723-70	SHARK	2,227,850	3/2/99

T/3723-71	NAVIGATOR	2,220,376	1/26/99
T/3723-72	REACTOR	2,073,103	6/24/97
T/3723-73	BARRACUDA	1,987,115	7/16/96
T/3723-74	LIGHTNING	1,985,592	7/9/96
T/3723-75	TEMPEST	1,666,637	12/3/91
T/3723-76	PROFILE	1,564,340	11/7/89
T/3723-77	MIRAGE	1,564,339	11/7/89
T/3723-78	SPRINT	1,431,026	3/3/87
T/3723-79	VISTA	1,430,166	2/24/87
T/3723-80	EVEREST & JENNINGS EJ	1,394,806	5/27/86
T/3723-81	EVEREST & JENNINGS	1,351,531	7/30/85
T/3723-82	E & J	1,335,350	5/14/85
T/3723-83	SUPER-TUF	1,330,278	4/9/85
T/3723-84	CUSTOM PREMIER	1,317,993	2/5/85
T/3723-85	EJ	1,315,584	1/22/85
T/3723-86	COMPANION CHAIR	1,310,998	12/25/84
T/3723-87	LIGHTNING PREMIER	1,304,929	11/13/84
T/3723-88	SILENT POWER PREMIER	1,303,608	11/6/84
T/3723-89	ZPT	1,290,907	8/21/84
T/3723-90	TINY TOT	1,284,212	7/3/84
T/3723-91	QUICKSILVER	1,278,880	5/22/84
T/3723-92	POWER PREMIER	1,275,056	4/24/84
T/3723-97	EPIC	1,962,256	3/12/96
T/3723-235	RECORD	1,938,991	11/28/95

Graham-Field Health Products, Inc.

<u>OFGS Ref.</u>	<u>Trademark</u>	<u>Serial No./ Registration No.</u>	<u>Filing Date/ Registration Date</u>
T/3732-2	THE QUALITY OF LIFE CONTINUES	2,327,671	3/14/00
T/3732-3	CANE & ABLE	2,199,692	10/27/98
T/3732-7	SPRINT II	75/625,679	1/25/99
T/3732-9	SOLAIRE	75/626,833 2,454,464	1/25/99 5/29/01

Graham-Field Express, Inc.

<u>OFGS Ref.</u>	<u>Trademark</u>	<u>Serial No./ Registration No.</u>	<u>Filing Date/ Registration Date</u>
T/3736-2	GF EXPRESS	2,172,715	7/14/98

Graham-Field Temco, Inc.

<u>OFGS Ref.</u>	<u>Trademark</u>	<u>Serial No./ Registration No.</u>	<u>Filing Date/ Registration Date</u>
T/3737-2	SURESAFE	1,976,690	5/28/96
T/3737-5	PYRAMID	1,085,419	2/14/78
T/3737-7	BATH BUDDY	1,474,049	1/26/88

Smith & Davis Manufacturing Co.

<u>OFGS Ref.</u>	<u>Trademark</u>	<u>Serial No./ Registration No.</u>	<u>Filing Date/ Registration Date</u>
T/3743-2	SMITH & DAVIS	1,931,738	10/31/95

Basic American Medical Products, Inc.

<u>OFGS Ref.</u>	<u>Trademark</u>	<u>Serial No./ Registration No.</u>	<u>Filing Date/ Registration Date</u>
T/4128-5	WHISPER-LITE	78/177,035	10/22/02

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "*Assignment*") dated as of the 30th day of April, 2003 (the "*Effective Date*"), is made by and among the parties set forth on the signature pages hereto under the heading "ASSIGNORS" (collectively, "*Assignors*") and GF Health Products, Inc., a Delaware corporation ("*Assignee*").

RECITALS:

A. Reference is made to that certain Asset Purchase Agreement, dated as of April 14, 2003, as amended, among Assignors and American Stock Transfer & Trust Company, as Indenture Trustee, and as assigned to and assumed by Assignee pursuant to that certain Assignment and Assumption Agreement, dated as of April 25, 2003, between Assignee and American Stock Transfer & Trust Company, as Indenture Trustee ("*Purchase Agreement*");

B. Assignors have agreed to sell and Assignee has agreed to purchase all of Assignors' right, title and interest in, to and under all of the assets, properties and rights which are owned or used by Assignors in the Business, as that term is defined in the Purchase Agreement;

C. The Purchase Agreement contemplates the sale to Assignee of all of Assignors' right, title and interest in, to and under (i) the United States and foreign trademark registrations and trademark registrations applications identified on Schedule A attached hereto and (ii) unregistered trademarks and service marks, domain names, logos, legal entity names, including, without limitation, the name "Graham-Field" or any combination of words in which the name "Graham-Field" appears, together with all translations, adaptations, derivations and combinations thereof and including all good will related thereto (collectively, the "*Trademarks*"); and

D. Assignee wishes to acquire and Assignors wish to assign to Assignee all of Assignors' right, title and interest in and to the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignors hereby sell, assign and transfer to Assignee all of Assignors' worldwide right, title and interest in, to and under the Trademarks together with the goodwill of the business associated therewith and which is symbolized thereby, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States, Canada and in any other jurisdiction, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignors if this assignment and sale had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including without limitation, any such payments resulting from

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future infringement or other unauthorized use of the Trademarks, together with the right to sue for and collect the same.

2. Assignors request that the Commissioner of Patents and Trademarks record Assignee as the assignee and owner of the Trademarks.

3. Each of the parties hereto will take such further action (including the execution and delivery of such further instruments and documents) following the Closing (as defined in the Purchase Agreement) as the other parties may reasonably request to carry out the purposes of this Assignment; provided, that any actions undertaken by Assignors hereunder shall be undertaken at the sole cost and expense of Assignee.

4. The terms of the Purchase Agreement are incorporated herein by reference. Assignee and each Assignor acknowledges and agrees that the representations, warranties, and covenants contained in the Purchase Agreement shall not be superseded or enlarged hereby, but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

5. Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to the principles of conflicts of laws thereof.

6. THE BANKRUPTCY COURT (AS DEFINED IN THE PURCHASE AGREEMENT) WILL HAVE JURISDICTION OVER ANY AND ALL DISPUTES BETWEEN OR AMONG THE PARTIES, WHETHER IN LAW OR EQUITY, ARISING OUT OF OR RELATING TO THIS ASSIGNMENT, *PROVIDED, HOWEVER*, THAT IF THE BANKRUPTCY COURT IS UNWILLING OR UNABLE TO HEAR ANY SUCH DISPUTE, THE COURTS OF THE STATE OF DELAWARE AND THE FEDERAL COURTS OF THE UNITED STATES OF AMERICA LOCATED IN THE STATE OF DELAWARE WILL HAVE SOLE JURISDICTION OVER ANY AND ALL DISPUTES BETWEEN OR AMONG THE PARTIES, WHETHER IN LAW OR EQUITY, ARISING OUT OF OR RELATING TO THIS ASSIGNMENT.

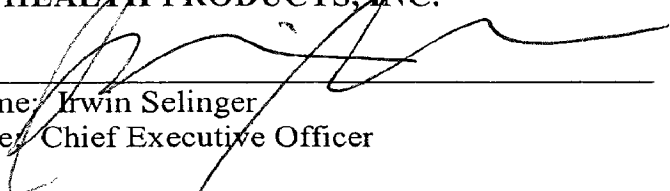
7. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any counterpart signature page delivered by facsimile transmission shall be deemed to be and have the same force and effect as an originally executed signature page. This Assignment shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the parties reflected hereon as the signatories.

8. This Assignment may be amended only in writing signed by the parties hereto.

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ASSIGNEE:

GF HEALTH PRODUCTS, INC.

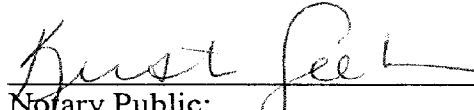
By: 
Name: Irwin Selinger
Title: Chief Executive Officer

OF)

ss:

COUNTY OF)

On this 30th day of April, 2003 personally appeared before me Irwin Selinger, known to me to be CEO of GF Health Products, Inc., who acknowledged that he/she signed this instrument on behalf of GF Health Products, Inc.


Notary Public:
My commission expires:

KIRSTEN SECHLER
Notary Public, State of New York
No. 01SE5031777
Qualified in New York County
Commission Expires August 8, 2006