09-15-2003



9.11.03

	8/4128-1		
	DATION COVER SHEET		
	ease record the attached original document or copy thereof.		
Name of conveying party(ies):	Name and Address of receiving party(ies):		
Graham-Field Health Products, Inc.	GF Health Products, Inc., 2935 Northeast Parkway Atlanta, Georgia 30360		
Type of Entity: Corporation - Delaware	Type of Entity: Corporation - Delaware		
Additional names(s) of conveying party(ies) attached? Yes	If assignee is not domiciled in the United States, a domestic representative designation is attached:		
	Additional name(s) & address(es) attached? No		
3. Nature of Conveyance:			
Assignment	7		
Execution Date: April 30, 2003			
4.A. Trademark Application No(s):	B. Trademark Registration No.(s)		
See attached Schedule A	See attached Schedule A		
	B. Trademark Registration No.(s) See attached Schedule A 132403V REGISTRATION No.(s) PROPRESEDENT OF THE ARCHITECTURE OF T		
Additional numbers			
Name and address of party to whom correspondence concerning document should be mailed:	Total number of documents involved: 1		
OSTROLENK, FABER, GERB & SOFFEN, LLP	7. Total fee (37 CFR 3.41): \$2,840.00		
1180 Avenue of the Americas New York, New York 10036-8403	Enclosed as part of Check No. 12557		
	In the event the actual fee is greater than the payment submitted or is inadvertently not enclosed or if any additional fee due is not paid, the Patent and Trademark Office is authorized to charge the underpayment to Deposit Account No. 15-0700.		
DO NOT USE	THIS SPACE		
8. To the best of my knowledge and belief, the foregoin copy is a true copy of the original document. Marc A. Lieberstein	g information is true and correct and any attached September 8, 2003		

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

00000035 1324038

40.00 DP 2800.00 DP

Name of Person Signing

00626901.1

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

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Schedule A

U.S. Trademarks

Graham-Field, Inc.

OFGS Ref.	Trademark	Serial No./ Registration No.	Filing Date/ Registration Date
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

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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.

OFGS Ref.	<u>Trademark</u>	Serial No./ Registration No.	Filing Date/ Registration Date
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	мтс	1,975,656	5/28/96

Lumex, Inc.

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

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Medical Supplies of America, Inc.

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

MUL Acquisition Corp. II

OFGS Ref.	<u>Trademark</u>	Serial No./ Registration No.	Filing Date/ Registration Date
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

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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.

OFGS Ref.	Trademark	Serial No./ Registration No.	Filing Date/ Registration Date
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

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

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Graham-Field Health Products, Inc.

OFGS Ref.	Trademark	Serial No./ Registration No.	Filing Date/ Registration Date
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.

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

Graham-Field Temco, Inc.

OFGS Ref.	<u>Trademark</u>	Serial No./ Registration No.	Filing Date/ Registration Date
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.

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

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Basic American Medical Products, Inc.

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

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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 PHILAI\183564\1\118967.000

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.

[Remainder of page intentionally left blank]

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IN WITNESS WHEREOF, Assignors and Assignee have caused this Trademark Assignment to be duly executed as of the date first above written.

ASSIGNORS:

GRAHAM-FIELD HEALTH PRODUCTS, INC.

By: Manual A. Joffred Name: Michael A. Joffred Title: Chief Executive Officer	re.	
Commonwealth of Pennsylvania) ss:	
County of Philadelphia)	
On this 30th day of April, 2003 pers to be the Chief Executive Officer of he signed this instrument on behalf of the signed this instrument.	Graham-Field Health Production Graham-Field Health Field Health Fi	ducts, Inc., who acknowledged that
By: Mal a Joffred Name: Michael A. Joffred	PRODUCTS, INC.	MOTARIAL SEAL LISA A. H'RSCHBUHL, Notary Public Clay of Philadelphia, Phila. County My Commission Expires July 28, 2003
Title: President		
Commonwealth of Pennsylvania County of Philadelphia) ss:)	
On this 30th day of April, 2003 pers to be the President of Basic America this instrument on behalf of Basic A	an Medical Products, Inc., w	tho acknowledged that he signed Inc.

My commission expires:

MOTARIAL SEAL LISA A. HIRSCHBUHL, Notary Public City of Philadelphia, Phila. County My Commission Expires July 28, 2003

BASIC AMERICAN SALES AND DISTRIBUTION CO., INC.

By: Michael a Joffred Name: Michael A. Joffred Title: President	id.	_
Commonwealth of Pennsylvania)	
County of Philadelphia	ss:)	
	an Sales and Dis	ed before me Michael A. Joffred, known to me istribution Co., Inc., who acknowledged that ican Sales and Distribution Co., Inc. Notary Public: My commission expires:
CRITICAL CARE ASSOCIATES	S, INC.	NOTARIAL SEAL LISA A. HIRSCHBUHL, Notary Public City of Philadelphia, Phila. County Commission Expires July 26, 2003
By: Michael A. Joffred Title: President	.c	— Consussion Expires Sulf 20, Loos
Commonwealth of Pennsylvania)	
County of Philadelphia	ss:)	
	Associates, Inc.,	Notary Public: My commission expires:
PHILA1\1835641\1 118967.000	4	MOTARIAL SEAL LISA A. HIRSCHEUHL, Notary Public City of Philadelphia, Phila. Ccunity My Commission Expires July 28, 2003

EVEREST & JENNINGS, INC.

By: Michael a Joffer	
Name: Michael A. Joffred	
Title: President	
Commonwealth of Pennsylvania)
	ss:
County of Philadelphia)

On this 30th day of April, 2003 personally appeared before me Michael A. Joffred, known to me to be the President of Everest & Jennings, Inc., who acknowledged that he signed this instrument on behalf of Everest & Jennings, Inc.

Notary Public:

My commission expires:

EVEREST & JENNINGS INTERNATIONAL, LTD.

NOTARIAL SEAL LISA A. HIRSCHBUHL, Notary Public City of Philadelphia, Phila. County My Commission Expires July 28, 2003

By: Michael A. Joffred (

Name: Michael A..
Title: President

Commonwealth of Pennsylvania)

SS:

County of Philadelphia

On this 30th day of April, 2003 personally appeared before me Michael A. Joffred, known to me to be the President of Everest & Jennings International, Ltd., who acknowledged that he signed this instrument on behalf of Everest & Jennings International, Ltd.

Notary Public:

My commission expires:

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MOTARIAL SEAL LISA A. MIRSCHBUHL, Notary Public City of Philadelphia, Phila. County My Commission Expires July 28, 2003

GRAHAM-FIELD, INC.

By: Michael A. Joffred Name: Michael A. Joffred Title: President	1	
Commonwealth of Pennsylvania County of Philadelphia) ss:)	
On this 30th day of April, 2003 pers to be the President of Graham-Field, behalf of Graham-Field, Inc.		signed this instrument on
GRAHAM-FIELD BANDAGE, IN	NC.	NOTARIAL SEAL USA A. HIRSCHBUHL, Notary Public City of Philadelphia, Phila. County My Commission Expires July 28, 2003
By: Mechael A. Joffred Name: Michael A. Joffred Title: President		
Commonwealth of Pennsylvania) ss:	
County of Philadelphia)	

Notary Public:

My commission expires:

1

NOTARIAL SEAL LISA A. HIRSCHBUHL, Notary Public City of Philadelphia, Phila. County My Commission Expires July 28, 2003

On this 30th day of April, 2003 personally appeared before me Michael A. Joffred, known to me

to be the President of Graham-Field Bandage, Inc., who acknowledged that he signed this

instrument on behalf of Graham-Field Bandage, Inc.

GRAHAM-FIELD DISTRIBUTION, INC.

By: Mishael a. Jeffre (
Name: Michael A. Joffred // Title: President			
Commonwealth of Pennsylvania County of Philadelphia) ss:)		
On this 30th day of April, 2003 person to be the President of Graham-Field D instrument on behalf of Graham-Field	Distribution, In	c., who acknowled	ged that he signed this
By: Michael A. Joffred Title: President	LLAS), INC.		NOTARIAL SEAL LISA A. HIRSCHBUHL, Notary Public City of Philadelphia, Phila. County My Commission Expires July 28, 2003
•) ss:)		
On this 30th day of April, 2003 person to be the President of Graham-Field E this instrument on behalf of Graham-F	Express (Dallas	s), Inc., who acknow	wledged that he signed
PHILA1\1835641\1 118967.000	7		MOTARIAL SEAL LISA A. HIRSCHBUHL, Notary Public City of Philadelphia, Phila. County Gommission Expires July 28, 2003

1

GRAHAM-FIELD EXPRESS (PUERTO RICO), INC.

By: Michael A. Joffred Title: President	<u>C</u>
Commonwealth of Pennsylvania) ss:
County of Philadelphia	
to be the President of Graham-Field	onally appeared before me Michael A. Joffred, known to me Express (Puerto Rico), Inc., who acknowledged that he Graham-Field Express (Puerto Rico), Inc. Notary Public: My commission expires:
By: Michael A. Joffred Title: President	NOTARIAL SEAL LISA A. HIRSCHBUHL, Notary Public City of Philadelphia, Phila. County My Commission Expires July 28, 200
Commonwealth of Pennsylvania)
County of Philadelphia	ss:)
	onally appeared before me Michael A. Joffred, known to me Temco, Inc., who acknowledged that he signed this ld Temco, Inc. Notary Public: My commission expires:

NOTARIAL SEAL
LISA A. HIRSCHBUHL, Notary Public
City of Philadelphia, Phila. County
My Commission Expires July 28, 2003

8

HC WHOLESALES, INC.

By: Michael A. Joffred Michael A. Joffred Title: President	<u> </u>		
Commonwealth of Pennsylvania) ss:		
County of Philadelphia)		
On this 30th day of April, 2003 pers to be the President of HC Wholesale behalf of HC Wholesales, Inc.			he signed this instrument on
By: Male Q Joffe Name: Michael A. Joffred Title: President			NOTARIAL SEAL LISA A. HIRSCHBUHL, Notary Put City of Philadelphia, Phila. Count My Commission Expires July 28, 2
Commonwealth of Pennsylvania) ss:		
County of Philadelphia)		
On this 30th day of April, 2003 pers to be the President of Health Care Winstrument on behalf of Health Care	/holesales, I	nc., who acknowled	ged that he signed this

TRADEMARK REEL: 002821 FRAME: 0166

NOTARIAL SEAL LISA A. HIRSCHBUHL, Notary Public City of Philadelphia, Phila. County My Commission Expires July 28, 2003

KUSCHALL OF AMERICA, INC.

By: Michael a Jeff	
Name: Michael A. Joffred	
Title: President	
Commonwealth of Pennsylvania)
County of Philadelphia	ss:)
	sonally appeared before me Michael A. Joffred, known to me america, Inc., who acknowledged that he signed this f America, Inc. Notary Public: My commission expires:
LABAC SYSTEMS, INC.	NOTARIAL SEAL LISA A. HIRSCHBUHL, Notary Public City of Philadelphia, Phila. County My Commission Expires July 28, 2003
By: Michael Q. Joffre Name: Michael A. Joffred	21
Name: Michael A. Joffred	
Title: President	

Commonwealth of Pennsylvania

ss:

County of Philadelphia

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)

On this 30th day of April, 2003 personally appeared before me Michael A. Joffred, known to me to be the President of Labac Systems, Inc., who acknowledged that he signed this instrument on behalf of Labac Systems, Inc.

Notary Public:

My commission expires:

MOTARIAL SEAL LISA A. HIRSCHBUHL, Notery Public City of Philadelphia, Phila. County My Commission Expires July 28, 2003

10

LUMEX/BASIC AMERICAN HOLDINGS, INC.

By: Mahad A. Joffred Name: Michael A. Joffred Title: President			
Commonwealth of Pennsylvania) ss:		
County of Philadelphia)		
On this 30th day of April, 2003 pers to be the President of Lumex/Basic this instrument on behalf of Lumex/	American I	Holdings, Inc., who	acknowledged that he signed
By: Mchalla Jaffred Name: Michael A. Joffred Title: President			NOTARIAL SEAL LISA A. HIRSCHBUHL, Notary Public City of Phändelphia, Phila. County My Commission Expires July 28, 2003
Commonwealth of Pennsylvania County of Philadelphia) ss:)		
On this 30th day of April, 2003 pers to be the President of Lumex Medic instrument on behalf of Lumex Med	al Products	, Inc., who acknowle	edged that he signed this
PHILA1\1835641\1 118967.000	11		NOTARIAL SEAL USA A. HIRSCHBUHL, Notary Public City of Philadelphia, Phila. County My Commission Expires July 28, 2003

MEDICAL SUPPLIES OF AMERICA, INC.

ers and whose I

By: Michael A. Joffred Name: Michael A. Joffred			
Title: President			
Commonwealth of Pennsylvania)		
County of Philadelphia	ss:)		
On this 30th day of April, 2003 pers to be the President of Medical Supp instrument on behalf of Medical Sup	lies of Ameri	ca, Inc., who ackn	owledged that he signed this
MUL ACQUISITION CORP. II By: Michael A. Joffred Name: Michael A. Joffred Title: President	<u>.(</u>		NOTARIAL SEAL LISA A. HRSCHBUHL, Notary Public City of Philadelphia, Phila. County May Commission Expires July 28, 200
Commonwealth of Pennsylvania)		
County of Philadelphia	ss:)		
On this 30th day of April, 2003 pers to be the President of MUL Acquisi instrument on behalf of MUL Acqui	tion Corp. II,	who acknowledge	chael A. Joffred, known to me ed that he signed this

MOTARIAL SEAL
LISA A. HIRSCHBUHL, Notary Public
City of Philadelphia, Phila. County
My Commission Expires July 28, 2003

My commission expires:

RABISON MEDICAL SALES LTD.

By: Machael A. Joffred Title: President	
Commonwealth of Pennsylvania County of Philadelphia) ss:)

On this 30th day of April, 2003 personally appeared before me Michael A. Joffred, known to me to be the President of Rabison Medical Sales Ltd., who acknowledged that he signed this instrument on behalf of Rabison Medical Sales Ltd.

Notary Public:

My commission expires:

.

SMITH & DAVIS MANUFACTURING COMPANY

By: Michael A. Joffred Wheel

Title: President

Commonwealth of Pennsylvania ss: County of Philadelphia)

On this 30th day of April, 2003 personally appeared before me Michael A. Joffred, known to me to be the President of Smith & Davis Manufacturing Company, who acknowledged that he signed this instrument on behalf of Smith & Davis Manufacturing Company.

Notary Public:

My commission expires:

NOTARIAL SEAL USA A. HIRSCHBUHL, Notery Public City of Philadelphia, Phila County My Commission Expires July 28, 2003

NOTARIAL SEAL LISA A. HIRSCHBUHL, Notary Public City of Philadelphia, Phila. County thy Commission Expires July 28, 2003

GF HEALTH PRODUCTS, INC. By: Name: Irwin Selinger Title: Chief Executive Officer OF SS:

)

ASSIGNEE:

COUNTY OF

On this 30th day of April, 2003 personally appeared before me wind who who we have 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

RECORDED: 09/11/2003 |