

02-04-2004

ET



To the Honorable Commissioner of

102662081

attached original documents or copy thereof.

1. Name of conveying party(ies): 2.2.04

EMS Technologies, Inc.

- Individual
- General Partnership
- Corporation-State - Georgia
- Other _____

- Association
- Limited Partnership

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

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

Name: FHS Acquisition, LLC

Address: 2800 Colonnades Court, NW

City: Norcross State: GA ZIP: 30071

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

If assignee is not domiciled in the United States, a domestic representative designation is attached Yes No
(Designation must be a separate document from Assignment)

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

Execution Date: November 21, 2003

4(a) Trademark Application No.(s)

4(b) Trademark Registration No.(s): 76453684; 76477588

Additional numbers attached? Yes No

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

Name: Malvern U. Griffin III, Esq.
Address: SUTHERLAND ASBILL & BRENNAN LLP
999 Peachtree Street, NE
Atlanta, Georgia 30309-3996

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41) enclosed: \$ 80.00

8. Statement and signature.

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

I certify that this correspondence is being deposited with the United States Postal Service as first class mail in an addressed to Mail Stop Assignment Recordation Services, Director of the U.S. Patent and Trademark Office, P.O. Box 1450, Alexandria, VA 22313-1450, on the date given below.

ATTORNEY NAME:
Malvern U. Griffin III

Attorney Docket No. 20674-0002

Signature

Total number of pages including cover sheet: 4

Date: January 29, 2004

Mail documents to be recorded with required cover sheet information to:

02/03/2004 NBETACHE 00000041 76453684

Mail Stop Assignment Recordation Services
Director of the U.S. Patent and Trademark Office,
P.O. Box 1450, Alexandria, VA 22313-1450

01 FC:8521 40.00 OP
02 FC:8522 25.00 OP

AO 1055340.1

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FEB - 2 AM 7
Refund Ref. 02/03/2004 NBETACHE 0000133730
CHECK Refund Total: \$15.00

ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT, dated as of November 21, 2003 (the "Assignment"), is made by EMS Technologies, Inc., a Georgia corporation, and its wholly-owned subsidiary, LXE Inc., a Georgia corporation (collectively, "Assignor") to FHS Acquisition, LLC, a Georgia limited liability company ("Assignee").

WHEREAS, Assignor and Assignee are parties to a certain Asset Acquisition Agreement dated October 9, 2003, as amended by that certain Amendment to Asset Acquisition Agreement, dated November 12, 2003 (the "Agreement");

WHEREAS, Assignor has registered or sought registration for and may use and may have developed goodwill in the trademarks listed on Exhibit A attached hereto (collectively, the "Trademarks"); and

WHEREAS, Assignor has agreed pursuant to the Agreement to sell, assign, transfer and convey to Assignee all right, title and interest in and to the Trademarks, if any, including all registrations and applications for registrations therefor, and the goodwill associated with the Trademarks, if any, as part of the entire business or portion therefor to which the Trademarks pertain.

NOW, THEREFORE, for good and valuable consideration set forth in the Agreement, the receipt and adequacy of which are hereby acknowledged, Assignor hereby takes the following actions and makes the following agreement:

1. Assignor hereby sells, assigns, transfers and conveys to Assignee, all right, title and interest in and to the Trademarks, if any, including all registrations and applications for registrations therefor, and the goodwill associated with the use of and symbolized by the Trademarks, if any, as part of the entire business or portion therefor to which the Trademarks pertain. Further, Assignor hereby assigns, transfers and sets over unto Assignee all right, if any, to sue for and to collect damages, profits and other relief for any past infringement of the Trademarks.
2. At the request of Assignee, Assignor shall execute and deliver to Assignee any and all additional documents as Assignee may reasonably require to vest title to the Trademarks in Assignee and/or to carry out the intent of this Assignment.

IN WITNESS WHEREOF, Assignor has duly executed this Assignment as of the day and year first above written.

EMS Technologies, Inc.

By: Don T. Seartz

Print Name: Don T. Seartz

Title: Executive Vice President

LXE Inc.

By: William S. Jacobs

Print Name: William S. Jacobs

Title: Vice President

This document has been subscribed, affirmed and sworn before me in the county of GWINNETT for the state of Georgia on this 21st day of November, 2003.

By: Lalla L. Hurst (SEAL)

Name: Lalla L. Hurst

NOTARY PUBLIC

My commission expires on _____ NOTARY PUBLIC
FORSYTH COUNTY, GEORGIA

MY COMMISSION EXPIRES OCTOBER 01, 2005

EXHIBIT A

Trademark	Serial/ Registration Number	Application/ Registration Date
Flō	76453684	September 30, 2002
Stō	76477588	December 23, 2002
Mobile Clinical Workstation	Unregistered	