

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Thermal Transfer Products, Ltd.		02/10/2005	CORPORATION: WISCONSIN
RECEIVING PARTY DATA			
Name:	Sun-TS Acquisition Corporation		
Street Address:	2776 Gunter Park Drive, East		
Internal Address:	Suite R-S		
City:	Montgomery		
State/Country:	ALABAMA		
Postal Code:	36109		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1681094	SURGE-CUSHION	
CORRESPONDENCE DATA			
Fax Number:	(212)309-6001		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	212-309-6176		
Email:	trademarks@morganlewis.com		
Correspondent Name:	Margaret Delacruz, Senior Paralegal		
Address Line 1:	1111 Pennsylvania Ave., NW		
Address Line 2:	Attn.: TMSU		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20004		
NAME OF SUBMITTER:	Margaret A. Delacruz		
Signature:	/Margaret A. Delacruz/		
Date:	02/18/2005		

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Total Attachments: 5

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TRADEMARK ASSIGNMENT

This ASSIGNMENT is effective as of February 10, 2005 (“Assignment”) by Thermal Transfer Products, Ltd., a Wisconsin corporation (“Assignor”), in favor of Sun-TS Acquisition Corporation, a Delaware corporation (“Assignee”), whose principal business address is 2776 Gunter Park Drive, East, Suite R-S, Montgomery, Alabama 36109.

WHEREAS, Assignor is the owner of all right, title and interest in, to and under the titles listed on the attached Schedule of Trademarks (the “Marks”), including all trademark rights therefor and all applications and registrations therefor;

WHEREAS, pursuant to the Asset Purchase Agreement, dated as of February 11, 2005 (the “Purchase Agreement”), among Assignee, SADA Zwölfte GmbH, a German company with limited liability (GmbH), Sun-TS Dalian Holding LLC, a Delaware limited liability company, ThermaSys Corporation, a Delaware corporation, Assignor, Great Lake, Inc., a Delaware corporation, Thermal Components, Inc., a Delaware corporation, and ThermaSys International Holding Co., Inc., a Delaware corporation, Assignor has agreed to sell, transfer, assign and deliver to the Assignee and the Assignee has agreed to purchase, acquire and accept from the Assignor, for the consideration and upon the terms and conditions set forth in the Purchase Agreement, all of the Assignor’s right, title and interest in, to and under the Marks;

WHEREAS, Assignee wishes to purchase, acquire and accept from the Assignor, and Assignor wishes to sell, transfer, assign and deliver to the Assignee, all of Assignor’s right, title and interest in, to and under the Marks, including any rights Assignor may have acquired by assignment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and pursuant to the Purchase Agreement, the parties hereto hereby agree as follows:

1. Assignor hereby sells, transfers, assigns, and delivers to the Assignee all of Assignor’s right, title, and interest in, to and under the Marks, together with the goodwill associated therewith; including all applications and registrations therefor. Assignor further sells, transfers, assigns, and delivers to Assignee any and all causes of action arising under the rights assigned hereunder that may have arisen prior to the date that this Assignment was executed. Assignor further sells, transfers, assigns, and delivers to Assignee all proceeds to infringement suits, the right to sue for past, present and future infringements, and all rights corresponding thereto throughout the world for all of the rights herein assigned.

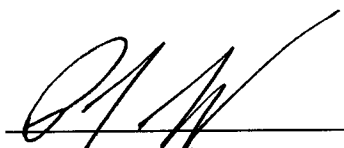
2. Assignor agrees to execute and deliver at a future date any additional documents that Assignee reasonably determines are required under federal or state law, to perfect Assignee’s ownership of any intellectual property rights in the Marks. Assignor will not file any applications for trademark registration in the U.S. Patent and Trademark Office or its foreign counterparts for the Marks.

3. In the event of any conflict between this document and the Asset Purchase Agreement, the Asset Purchase Agreement shall govern.

[Signature Page Follows.]

IN WITNESS WHEREOF, the Assignor has duly executed this Trademark Assignment as of the date first written above.

THERMAL TRANSFER PRODUCTS,
LTD.

By: 

Name: Paul Schmitz

Title: President

NOTARY PUBLIC:

Subscribed and sworn to before me
this 10 day of February, 2005.

Notary Public: Brenda Lee Water
Stamp/Seal: (signature)

My commission expires: 9/10/05

ACKNOWLEDGED BY:

SUN-TS ACQUISITION CORPORATION

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the Assignor has duly executed this Trademark Assignment as of the date first written above.

THERMAL TRANSFER PRODUCTS,
LTD.

By: _____

Name: _____

Title: _____

NOTARY PUBLIC:

Subscribed and sworn to before me
this ____ day of _____, 2005.

Notary Public: _____
Stamp/Seal: _____ (signature)

My commission expires: _____

ACKNOWLEDGED BY:

SUN-TS ACQUISITION CORPORATION

By:  _____

Name: Kevin Feinblum

Title: President

Thermal Transfer Products, Ltd. (a Wisconsin corporation) Schedule of Trademarks		
Trademark	Application No. & Filing Date	Registration No. & Registration Date
SURGE-CUSHION	74/065768 June 4, 1990	1681094 March 31, 1992