

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Thermasys Corporation (successor-in-interest to Sun-TS Acquisition Corporation)		03/01/2005	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Ableco Finance LLC
Street Address:	299 Park Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10171
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Serial Number:	76560876	TS KEEPING A SHARP EYE ON QUALITY
Registration Number:	2915820	TS
Registration Number:	2915819	KEEPING A SHARP EYE ON QUALITY
Registration Number:	2863063	THERMASYS
Registration Number:	1681094	SURGE-CUSHION
Registration Number:	803113	TTC

CORRESPONDENCE DATA

Fax Number: (212)593-5955

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 2127562388

Email: daniel.angel@srz.com

Correspondent Name: Daniel Angel, Esq.

Address Line 1: 919 Third Avenue

Address Line 4: New York, NEW YORK 10022

TRADEMARK

900021199

REEL: 003045 FRAME: 0864

CH \$165.00 76560876

NAME OF SUBMITTER:	Daniel Angel, Esq.
Signature:	/sas for da/
Date:	03/14/2005
Total Attachments: 4 source=THERMASYSTRADEMARKS#page1.tif source=THERMASYSTRADEMARKS#page2.tif source=THERMASYSTRADEMARKS#page3.tif source=THERMASYSTRADEMARKS#page4.tif	

ASSIGNMENT FOR SECURITYTRADEMARKS

WHEREAS, **THERMASYS CORPORATION** (successor-in-interest to Sun-TS Acquisition Corporation, collectively, the "Assignor"), a Delaware corporation, has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the annexed Schedule 1A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignor has entered into a Security Agreement, dated March 3, 2005 (as amended, restated, supplemented or as otherwise modified or replaced from time to time, the "Security Agreement"), in favor of **ABLECO FINANCE LLC**, a Delaware limited liability company, with offices at 299 Park Avenue, Floors 21-23, New York, New York, 10171, as collateral agent for itself and certain lenders (in such capacity, together with any successor in such capacity, the "Assignee");

WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee, and granted to the Assignee for the benefit of the Agents, the Lenders and the L/C Issuer (as each such term is defined in the Security Agreement), a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations (as defined in the Security Agreement);


NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee for the benefit of the Agents, the Lenders and the L/C Issuer (as such terms are defined in the Security Agreement) a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of March 1st, 2005.

THERMASYS CORPORATION

By: 
Name: KEVIN BARRETT
Title: VP, CFO

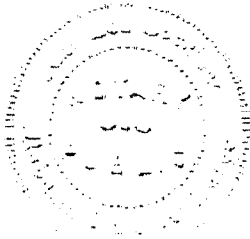
Assignment for Security Trademarks

STATE OF ALABAMA

ss.:

COUNTY OF AUTAUGA

On this 1st day of March 2005, before me personally came KEVIN BARRERT to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that s/he is the VP, CFO of ThermaSys Corporation, a Delaware corporation, and that s/he executed the foregoing instrument in the firm name of ThermaSys Corporation, and that s/he had authority to sign the same, and s/he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.



Amy Lee Locklear
Notary Public
AMY LEE LOCKLEAR

My Commission Expires Feb 09

Assignment for Security Trademarks

SCHEDULE 1A TO ASSIGNMENT FOR SECURITY

U.S. TRADEMARK APPLICATIONS AND REGISTRATIONS

<u>Trademark</u>	<u>App. or Reg. No.</u>
TS KEEPING A SHARP EYE ON QUALITY (Plus Design)	76/560876
TS	2915820
KEEPING A SHARP EYE ON QUALITY	2915819
THERMASYS	2863063
SURGE-CUSHION	1681094
TTC (Plus Design)	803113