

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
MLA Systems, Inc.		11/05/1999	CORPORATION: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Stretchchair Patient Transfer Systems, Inc.		
<b>Street Address:</b>	8110 Ulmerton Road		
<b>City:</b>	Largo		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	33771		
<b>Entity Type:</b>	CORPORATION: FLORIDA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2320868	STRETCHAIR	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(727)545-1595		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	727-546-0660		
<b>Email:</b>	larsonb@tampabay.rr.com		
<b>Correspondent Name:</b>	H. William Larson, Esq.		
<b>Address Line 1:</b>	11199 69th Street North		
<b>Address Line 4:</b>	Largo, FLORIDA 33773		
<b>NAME OF SUBMITTER:</b>	H. William Larson		
<b>Signature:</b>	/H. William Larson/		
<b>Date:</b>	09/23/2005		

CH \$40.00 2320868

Total Attachments: 3  
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## ASSET PURCHASE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is made this 5th day of November, 1999, by and among MLA Systems, Inc., a Delaware corporation having its principal office at 270 Marble Avenue, Pleasantville, New York 10570-2982 (the "Seller"), and Stretchair Patient Transfer Systems, Inc., a Florida corporation having its principal office at 8110 Ulmerton Road, Largo, Florida 34641 ("Buyer").

### RECITALS:

**WHEREAS**, Seller has a division in Florida (the "Division") that is engaged in the research, development, manufacture, marketing, sale and lease of gurneys, wheelchairs and other specialized patient transfer systems (the "Business");

**WHEREAS**, Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, all of the assets of Seller relating to the Business as a going concern, on the terms, limitations and conditions hereof;

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants hereinafter set forth, the parties hereto agree as follows:

#### **1. Purchase and Sale of Assets.**

1.1 Purchased Assets. Upon the terms and subject to the conditions and limitations set forth in this Agreement, Seller agrees to sell, assign, transfer and convey to Buyer, and Buyer agrees to purchase and acquire from Seller on the Closing Date (as hereinafter defined), all of Seller's right, title and interest in and to those assets, properties and rights owned, licensed or leased by Seller of every type and description, used primarily in the operation and conduct of the Business as of the Closing Date (the "Purchased Assets"), including, without limitation, the following:

(a) Tangible Property. All tangible personal property and fixtures of every kind, nature and description, including, without limitation, all laboratory and other equipment, machinery, furniture, furnishings, trade fixtures, general supplies, telephones, copier and telecopier machines and computer systems located at the principal place of business of the Division in Largo, Florida (the "Florida Location");

(b) Inventory. All inventory, supplies, spare parts, raw materials, finished test reports, shipping containers and materials, and work in process located at the Florida Location;

(c) Contracts, Etc. Those contracts, agreements, engagements, leases, licenses, certifications, unfilled sales orders and open purchase orders listed on Schedule 1.1(c) hereto (the "Assigned Contracts"), together with all claims or rights of action now existing or hereafter arising out of the Assigned Contracts or the performance thereof;

(d) Intellectual Property. All Intellectual Property, as defined in Section 5.8 of this Agreement, other than as set forth in Section 1.2 of this Agreement, and all rights to sue for and remedies against past, present and future infringements thereof;

(e) General Intangibles. All claims and rights of the Division against third parties, together with any and all security interests, liens or mortgages granted or otherwise available to Seller as security for the collection of any of the foregoing;

(f) Permits, Approvals. To the extent transferable under applicable law, all permits, approvals, certifications, licenses, variances and waivers of the Division;

(g) Records. All logs, books, records, files, customer lists and histories, supplier lists and files, computer and electronic data processing materials and programs, advertising materials, sales aids, correspondence and all other business records of the Division;

(h) Lease. Any interest in Seller's lease dated May 14, 1993 of the Florida Location (the "Existing Lease");

(i) Warranties, Etc. All rights of Seller under or pursuant to all warranties, representations and guarantees made by suppliers, providers of services or other parties for the benefit of the Division; and

(j) Goodwill. All of the know-how and goodwill of the Business, including without limitation, the exclusive right for Buyer to hold itself out as the successor to the Business of the Division.

1.2 Excluded Assets. Notwithstanding the provisions of Section 1.1 above, the Purchased Assets shall not include the following items:

(a) Cash. All cash on hand at the time of Closing;

(b) Accounts Receivable. All (i) accounts receivable and (ii) credits, prepaid assets, advances, deposits and notes receivable; and

(c) Corporate Records. All corporate minute books and stock transfer books and the corporate seal of Seller.

(d) Mobilizer Intellectual Property. All intellectual property rights and know-how with respect to the Mobilizer Patient Transfer System.

1.3 Asset Transfer. At the Closing, Seller shall deliver to Buyer possession of the Purchased Assets and shall further deliver to Buyer proper assignments, conveyances and bills of sale sufficient to convey to Buyer good and marketable title to the Purchased Assets, free and clear of all liens, restrictions, charges and encumbrances ("Liens"). The Purchased Assets are transferred and sold as is, where is and without warranties of any nature except as to title. To the extent that the assignment of all or any portion of any

SCHEDULE 5.8

Intellectual Property

1. Application for federal trademark registration for the "STRETCHAIR" mark filed with United States Department of Commerce, Patent and Trademark Office, serial number 75/577483. Notice of Publication issued on October 29, 1999.
2. Any and all other patents, inventions, or other intellectual property, whether registered or not, developed by the Division in relation to the products of the Business. See attached.

**TRADEMARK**