

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
SenTech Medical Systems, Inc.		02/14/2006	CORPORATION: FLORIDA
RECEIVING PARTY DATA			
Name:	SenTech Acquisition Corp.		
Street Address:	c/o Hollywood Capital, Inc. 6601 Center Drive West, Suite 325		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90045		
Entity Type:	CORPORATION: FLORIDA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2049058	SENTECH MEDICAL SYSTEMS	
Registration Number:	1991129	STAGE IV	
Registration Number:	2001022	AIR CHAIR	
Registration Number:	1979720	THERA-TURN	
CORRESPONDENCE DATA			
Fax Number:	(310)899-6758		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	tim.silvestre@ndlf.com		
Correspondent Name:	Tim Silvestre		
Address Line 1:	6601 Center Drive West		
Address Line 2:	Suite 325		
Address Line 4:	Los Angeles, CALIFORNIA 90045		
ATTORNEY DOCKET NUMBER:	NEWMAYER		
NAME OF SUBMITTER:	Jonathan Friedman		

OP \$115.00 2049058

Signature:	/Jonathan Friedman/
Date:	02/17/2006
Total Attachments: 6 source=SenTech Medical Systems, Inc TM Assignment#page1.tif source=SenTech Medical Systems, Inc TM Assignment#page2.tif source=SenTech Medical Systems, Inc TM Assignment#page3.tif source=SenTech Medical Systems, Inc TM Assignment#page4.tif source=SenTech Medical Systems, Inc TM Assignment#page5.tif source=SenTech Medical Systems, Inc TM Assignment#page6.tif	

ASSIGNMENT OF TRADEMARKS

ASSIGNMENT OF TRADEMARKS (this "**Assignment**"), dated as of February 15, ¹⁴⁵² 2006, from SenTech Medical Systems, Inc., a Florida corporation (the "**Assignor**"), to SenTech Acquisition Corp., a Florida corporation ("**Assignee**").

RECITALS

A. Assignor, Assignee and certain shareholders of Assignor have entered into that certain Asset Purchase Agreement dated as of even date herewith (the "**Purchase Agreement**"), pursuant to which, among other things, Assignee is acquiring substantially all of the assets of Assignor, including its trademarks and trademark applications.

B. Capitalized terms used but not otherwise defined herein have the respective meanings ascribed to them in the Purchase Agreement.

C. Pursuant to Section 6.1(ix) of the Purchase Agreement, the execution and delivery of this Assignment by Assignor is a Closing requirement.

Now, therefore, for the consideration set forth in Section 2.3 of the Purchase Agreement, Assignor hereby covenants and agrees as follows:

1. TRANSFER OF TRADEMARKS

Assignor, pursuant to the Purchase Agreement, does hereby unconditionally and irrevocably transfer, convey and assign to Assignee, its successors and assigns, all of Assignor's right, title and interest in and to (i) the Trademarks, including the trademarks and trademark applications set forth on Schedule A hereto (collectively, the "**Assigned Trademarks**"), (ii) the good will of the Business symbolized by and associated with the Assigned Trademarks, (iii) the right to sue and recover for damages and profits and all other remedies for past, present and future infringements of the Assigned Trademarks and bring any proceeding in the United States Patent and Trademark Office or equivalent agency in any other country for cancellation or opposition or any other proceeding in connection with the Assigned Trademarks and (iv) and any and all renewals and extensions thereof that may hereafter be secured under applicable Legal Requirements.

2. AUTHORIZATION

Assignor hereby irrevocably authorizes, empowers and directs the United States Patent and Trademark Office, its commissioner and other offices, to record Assignee as the owner and/or applicant, as the case may be, of each Assigned Trademark.

3. MISCELLANEOUS

(a) Remedies. This Assignment will not be construed to defeat, impair or limit in any way any rights or remedies of Assignee or Assignor under the Purchase Agreement. Nothing in this Assignment shall constitute an election of remedies or limit Assignee or Assignor in any manner in the enforcement of any other remedies that may be available to either of them under the Purchase Agreement, whether at law or in equity, and, in the case of any conflict, the terms and provisions of the Purchase Agreement shall govern.

(b) Further Assurances. Assignor agrees that, at any time and from time to time after the date hereof, upon the request of Assignee and without further consideration, Assignor shall duly execute, acknowledge and deliver all such further assignments, transfers, conveyances, powers of attorney and assurances (and/or will cause to be done all and every such further acts) as may be required to more effectively convey, transfer to and vest in Assignee, and to put the Assignee in possession of, any of the Trademarks.

(c) Governing Law.

EXCEPT TO THE EXTENT THAT FEDERAL LAW PREEMPTS STATE LAW WITH RESPECT TO THE MATTERS COVERED HEREBY, THIS ASSIGNMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF FLORIDA WITHOUT GIVING EFFECT TO THE CONFLICT OF LAWS RULES THEREOF TO THE EXTENT THAT THE APPLICATION OF THE LAW OF ANOTHER JURISDICTION WOULD BE REQUIRED THEREBY.

(d) Severability. Any term or provision of this Assignment that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

(e) Amendment, Waiver, etc. No amendment, modification or discharge of this Assignment, and no waiver hereunder, shall be valid or binding unless set forth in writing and duly executed by the Party against whom enforcement of such amendment, modification, discharge or waiver is sought.

(f) Binding Effect; Assignment. This Assignment shall be binding upon, inure to the benefit of and be enforceable by the Parties and their respective successors and assigns; provided, however, that Assignor may not assign this Assignment to any Person (it being understood by the Parties that any purported assignment by Assignor shall be null and void).

(g) Third-Party Beneficiaries. Nothing in this Agreement, express or implied, is intended or shall be construed to create any third-party beneficiaries.

[SIGNATURE PAGE FOLLOWS]

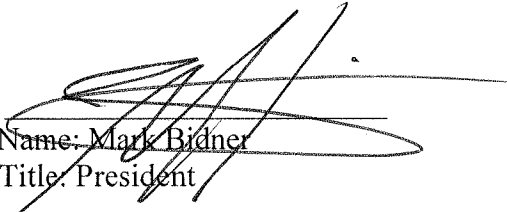
IN WITNESS WHEREOF, Assignor has executed this Assignment as of the date first above written.

SENTECH MEDICAL SYSTEMS, INC.

By: Abbey Daniels
Name: Abbey Daniels
Title: CEO

AGREED TO AND ACCEPTED
AS OF THE DATE HEREOF:

SENTECH ACQUISITION CORP.

By: 
Name: Mark Bidner
Title: President

SCHEDULE A

Assigned Trademarks

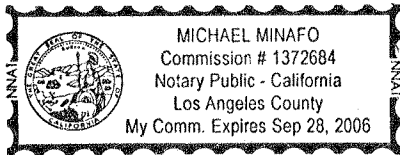
TRADEMARK	REGISTRATION NUMBER	REGISTRATION DATE	JURISDICTION
SENTECH MEDICAL SYSTEMS	2,049,058	April 1, 1997	U.S.
STAGE IV	1,991,129	August 1, 1996	U.S.
AIR CHAIR	2,001,022	September 17, 1996	U.S.
THERA-TURN	1,979,720	June 11, 1996	U.S.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of Los Angeles } ss.

On Feb. 14, 2006 before me, Michael Minafo - Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
personally appeared Abbey Daniels
Name(s) of Signer(s)

personally known to me
 proved to me on the basis of satisfactory evidence



to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.
Michael Minafo
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Assignment of Trademarks
Document Date: Feb. 14, 2006 Number of Pages: 5
Signer(s) Other Than Named Above: Mark Bidner

Capacity(ies) Claimed by Signer

Signer's Name: As stated above

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____

