

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<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>
Curlin Medical, Inc.		04/07/2006	LIMITED LIABILITY COMPANY: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Curlin Medical Inc.		
<b>Street Address:</b>	Seneca Street & Jamison Road		
<b>City:</b>	East Aurora		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	14052		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	78564506	MEDLIMIT	
<b>Serial Number:</b>	78564535	PAINSMART	
<b>Serial Number:</b>	78560314	CURLIN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(716)849-0349		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	7168564000		
<b>Email:</b>	gsnyder@hodgsonruss.com		
<b>Correspondent Name:</b>	George L. Snyder, Jr.		
<b>Address Line 1:</b>	Hodgson Russ LLP		
<b>Address Line 2:</b>	One M&T Plaza, Suite 2000		
<b>Address Line 4:</b>	Buffalo, NEW YORK 14203-2391		
<b>ATTORNEY DOCKET NUMBER:</b>	031407.00182 CURLIN		
<b>NAME OF SUBMITTER:</b>	George L. Snyder, Jr.		

CH \$90.00 78564506

Signature:

/george l snyder jr/

Date:

04/17/2006

**Total Attachments: 4**

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## TRADEMARK ASSIGNMENT

WHEREAS, on this 7<sup>th</sup> day of April, 2006, **CURLIN MEDICAL, LLC**, a California limited liability company (the "**Seller**"), has used, is using, and is the sole and exclusive owner of the trademarks and/or service marks listed in Exhibit A and Exhibit B attached hereto and made a part hereof (herein collectively the "**Marks**") and U.S. applications for registration of the Marks including, but not limited to, those applications listed in Exhibit A, as well as various other marks and names that include, but are not limited to, any trademark, service mark, pending or abandoned registered mark, trade name, corporate name, pending name and/or related case files, and all goodwill symbolized by the Marks (all of the above collectively referred to as "**Trademark Property**") on or connected to the associated goods produced and services heretofore offered by Seller; and

WHEREAS, **CURLIN MEDICAL INC.**, a Delaware corporation (the "**Buyer**"), is desirous of acquiring all of right, title and interest in and to said Trademark Property, and the merchandizing rights associated with the goods and services covered thereby;

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN:

BE IT KNOWN, that for and in consideration of the sum of money to the Seller in hand paid or to be paid by the Buyer, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Seller, by these presents has sold, assigned, transferred and set over, and does hereby sell, assign, transfer and set over, to the Buyer, all of the Seller's right, title and interest to the Trademark Property, and to any and all merchandizing rights associated with the Trademark Property for the United States, its territorial possessions and all foreign countries, and in any and all applications for registration, relating thereto which have been or shall be filed in the United States, its territorial possessions and/or any foreign countries, and all rights, together with all registration or common law rights, or rights under any of the international conventions, unions, agreements, acts, treaties, including all future conventions, unions, agreements, acts, and treaties, the same to be held and enjoyed by the Buyer for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives, to the end of the term or terms for which trademark or registration rights exist, as fully and entirely to the same extent as the same would have been held and enjoyed by the Seller if this assignment and sale had not been made; together with the goodwill of the business symbolized by the Marks, and any and all claims for damages or injunctive relief by reason of infringements of such Trademark Property or any other common law right thereof, with the right to sue for past infringement, and collect the same for its own use and behalf for the use and behalf of its successors, assigns or other legal representatives.

And the Seller hereby covenants that the Seller is the sole and exclusive owner of the Trademark Property and has full right to convey the interests herein assigned, and that it has not executed and will not execute, any agreement in conflict herewith.

And the Seller hereby covenants that the covenants and conditions contained in this Trademark Assignment shall apply to and bind the Seller and its heirs, legal representatives, successors and permitted assigns.

TRADEMARK ASSIGNMENT

The Seller agrees that upon request by the Buyer, or its successors, assigns or other legal representatives that the Seller or its successors, assigns or other legal representatives shall do all other legal acts reasonably necessary for the perfecting, securing and completing this assignment at the Buyer's expense and request, as well as provide such other material, information, or assistance as Buyer or its successors, assigns or other legal representatives may consider necessary.

**IN WITNESS WHEREOF**, the Seller has caused this Trademark Assignment to be duly executed and delivered as of the 1<sup>st</sup> day of April, 2006.

**CURLIN MEDICAL, LLC**

By 

Name: M. Michael Parsee

Title: Manager

EXHIBIT A - APPLICATIONS FOR REGISTRATION OF US TRADEMARKS

Case No.	Trademark	Country	Serial No	Filing Date	Type	Publication Date
CURLIN-021T	medLIMIT	US	78/564,506	2/10/2005	Standard Character Mark	11/15/2005
CURLIN-022T	PainSmart	US	78/564,535	2/10/2005	Standard Character Mark	11/15/2005
CURLIN-023T	CURLIN	US	78/560,314	2/10/2005	Standard Character Mark	11/15/2005

**TRADEMARK ASSIGNMENT**

**EXHIBIT B - COMMON LAW TRADEMARKS AND SERVICE MARKS**

<b>Trademark</b>
2000 Plus
4000 Plus
4000 CMS
6000 Plus
CMS Remote
CMS Report
CMS
EverGreen
Field-Upgrade
Info-On-Demand
LVP

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