

TRADEMARK ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
EFFECTIVE DATE:	01/05/2006

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
HMT Invest AG		01/05/2006	CORPORATION: SWITZERLAND

RECEIVING PARTY DATA

Name:	HealthTronics, Inc.
Street Address:	1301 Capital of Texas Highway
Internal Address:	Suite 200B
City:	Austin
State/Country:	TEXAS
Postal Code:	78746
Entity Type:	CORPORATION: TEXAS

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2823838	LITHODIAMOND

CORRESPONDENCE DATA

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Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
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ATTORNEY DOCKET NUMBER:	A21641.1
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NAME OF SUBMITTER:	Orlesia A. Hawkins
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CH \$40.00 2823838

Signature:	/orlesia a. hawkins/
Date:	05/08/2006
Total Attachments: 4 source=LithoDiamond Agreement.doc#page1.tif source=LithoDiamond Agreement.doc#page2.tif source=LithoDiamond Agreement.doc#page3.tif source=LithoDiamond Agreement.doc#page4.tif	

PURCHASE AND ASSIGNMENT AGREEMENT

between

The Bankrupt Estate of HMT Invest AG

6574 Lengwil-Oberhofen

(hereinafter referred to as "HMT")

represented by the Official Receiver of the Canton of Thurgau, Mr Martin Wenk,
Bahnhofstrasse 53, 8510 Frauenfeld

and

HealthTronics Inc.

1841 West Oak Parkway, Suite A, Mariette Georgia 30062, USA

(hereinafter referred to as "HealthTronics")

represented by Philipp Känzig, Attorney-at-Law, Staiger, Schwald & Partner,
Genferstrasse 24, 8002

RECEITALS

- A. By decision of the Bankruptcy Judge of the District Court of Kreuzlingen dated September 16, 2005, HMT Invest AG was declared bankrupt and the Official Receiver of the Canton of Thurgau put in charge of the procedure.
- B. HMT owns various intellectual property rights, in particular patent rights, which are registered in the respective official registries. With respect to three of these patents (US 6,186,963, US 6,080,119 and US 6,036,661) a procedure is pending before the District Court of Kreuzlingen with HMT as Defendant and HealthTronics as well as HMT Holding AG, 6574 Lengwil-Oberhofen as Plaintiffs. Plaintiffs demand the transfer of the three above mentioned American patents to Plaintiffs. The procedure was determined to be urgent in the sense of article 207 of the Swiss Federal Bankruptcy Code by the District Court of Kreuzlingen and was therefore not suspended due to bankruptcy. The trial is scheduled for January 11, 2006.
- C. By letter dated December 10, 2005 HealthTronics made an offer to the Receiver for the purchase of all intellectual property rights of HMT, in particular the three patents currently in dispute before the District Court of Kreuzlingen, for a price of CHF 200'000

in total. This offer was initially limited until December 31, 2005. HealthTronics subsequently by telephone prolonged this deadline until January 5, 2006.

- D. HealthTronics is aware of the fact that US patent application no. 10,099,876 was transferred by HMT to Mr Axel Voss, Board Member of HMT, on June 1, 2005. This patent application can therefore currently not be assigned to HealthTronics.
- E. The intellectual property rights of HMT are subject to rapid deterioration in price, as HMT is unable to finance research and development. Moreover, the chances of winning the procedure before the District Court of Kreuzlingen are uncertain and the continuation of the procedure will be costly. The procedure also entails risks (indemnification for attorney's fees) for the estate of the bankrupt company which could possibly not be covered by the assets of the bankrupt estate.
- F. In view of the above mentioned circumstances the offer made by HealthTronics appears to be reasonable and the receiver has, subject to the rights of the creditors in accordance with article 256 §3 of the Bankruptcy Code decided to accept the offer of HealthTronics.

Now, therefore, it is agree as follows:

- 1. HMT sells and assigns to HealthTronics:

- a) US patent no. 6,186,963
- b) US patent no. 6,036,611
- c) US patent no. 6,080,119

HealthTronics is therefore entitled, for its own account and risk, to enter into the pending procedure no. B.205.13FP before the Vice-President of the District Court of Kreuzlingen and to continue respectively settle this procedure.

- 2. HMT hereby sells and assigns the following trademarks to HealthTronics:

- hmt027de LithoTron Focus
- hmt027us LithoTron Focus

- hmt032ch EquiTron

- hmt041de EvoTron
- hmt041ch EvoTron
- hmt041us EvoTron

- hmt042de EvoTrode
- hmt042ch Evo Trode
- hmt042us EvoTrode

hmt044de VersaTron

hmt044ch VersaTron

hmt044us VersaTron

hmt048de VersaTrode

hmt048ch VersaTrode

hmt048us Versa Trode

hmt047eu LithoDiamond

hmt047jp LithoDiamond

hmt047ch LithoDiamond

hmt047us LithoDiamond

3. HMT confirms that according to its knowledge, all patents and trademarks as well as all domains of HMT will be assigned to HealthTronics in accordance with clauses 1 and 2 of this agreement. Any intellectual property rights which should be discovered after the signing of the agreement are deemed to be included in the purchase price and HMT hereby undertakes to assign such intellectual property rights which are discovered after the signature of this agreement to HealthTronics without any further compensation becoming due.
4. The sale, respectively assignment price for all positions in accordance with clauses 1-3 of this agreement is CHF 200'000 (Two Hundred Thousand Swiss Francs) in total and will be paid to the postal account no. 85-939-8 of the Estate of HMT Invest AG by HealthTronics or by presentation of a bank check made out to HMT Invest AG by a major Swiss bank under exclusion of any objections or exceptions within 10 days after fulfillment of the condition in accordance with clause 6 of this agreement.
5. This agreement is concluded under the suspensive condition that no higher offers are submitted by creditors in the procedure provided for by article 256 §3 of the Bankruptcy Code or, alternatively that HealthTronics submits an improved offer (see clause 6 below).
6. HMT will initiate the procedure in accordance with article 256 §3 of the Bankruptcy Code within 5 days of signature of this agreement and will give the creditors a deadline of 10 days. An improved offer will be acceptable only if accompanied by a proof of financing of the respective creditor. If an improved offer is validly made, HealthTronics will be notified. HealthTronics will have 10 days time from the date of such notification to on its part improve its bid. This procedure will be continued until no higher bid (either by HealthTronics or by a creditor) is submitted.
7. Upon conclusion of this agreement the parties undertake to jointly apply to the District Court of Kreuzlingen to suspend the procedure no. B205.13VP. HealthTronics will procure that HMT Holding AG also supports such suspension.

8. The fulfillment of this purchase and assignment agreement by deed of assignment and the transfer of the assigned rights with all benefits and risks will occur at the latest at the end of the month after fulfillment of the condition specified in clause 5 hereof and HMT will do all things possible to ensure a quick completion.

The re-registration of all intellectual property rights with the respective authorities and registers will be handle by HealthTronics at its own cost. HMT undertakes to sign all documents necessary for such transfer.

9. HMT does not assume any warranty for the existence, enforceability and economic value or use of the intellectual property rights.
10. Any amendments of this contract are valid only if made in writing. This applies also to any amendment of this clause.
11. Should any provisions of this agreement be totally or partially unenforceable or invalid, the validity and enforceability of the contract as such remains unaffected. The parties undertake to replace the unenforceable or invalid provisions with such valid and enforceable provisions which, in their economic contents, are as close to the unenforceable or invalid provisions as possible.

Should any of the provisions of this agreement be subject to interpretation, such interpretation will be guided, to the extent possible, by the purpose of the agreement and the objective intentions of the parties. The same applies in the event that there should be gaps which need to be filled.

12. Swiss law will apply. Exclusive place of jurisdiction for all claims out of this agreement is Lengwil-Oberhofen.

Frauenfeld, January 5, 2006

Signature of Mr Martin Wenk

and stamp of the Official Receiver
of the Canton of Thurgau

Bankrupt Estate of HMT Invest AG
Mr Martin Wenk

Zurich, January 3, 2006

Signature of Philipp Känzig

for HealthTronics Inc.
Philipp Känzig, Attorney-at-Law