

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
LifeWatch Holding Corporation		06/23/2006	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Card Guard AG		
Street Address:	Rundbuckstrasse 6		
City:	Neuhausen am Rheinfall		
State/Country:	SWITZERLAND		
Postal Code:	CH-8212		
Entity Type:	CORPORATION: SWITZERLAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78705087	HEALTHEPOD	
CORRESPONDENCE DATA			
Fax Number:	(212)969-3000		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(212) 969-3000		
Email:	trademark@proskauer.com		
Correspondent Name:	Adam D. Siegartel		
Address Line 1:	1585 Broadway		
Address Line 2:	Trademark File Room		
Address Line 4:	New York, NEW YORK 10036-8299		
ATTORNEY DOCKET NUMBER:	43942-019		
DOMESTIC REPRESENTATIVE			
Name:	Proskauer Rose LLP		
Address Line 1:	1585 Broadway		
Address Line 4:	New York, NEW YORK 10036-8299		

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NAME OF SUBMITTER:	Adam D. Siegartel
Signature:	/Adam D. Siegartel/
Date:	06/30/2006
Total Attachments: 1 source=78705087assignment#page1.tif	

ASSIGNMENT

This ASSIGNMENT is made as of the 23 day of June, 2006 by and between LifeWatch Holding Corporation, a Delaware corporation located at 1351A Abbott Court, Buffalo Grove, IL 60089 ("Assignor") on the one hand, and Card Guard AG, a corporation of Switzerland, located at Rundbuckstrasse6, CH-8212 Neuhausen am Rheinfall, Switzerland ("Assignee") on the other hand.

WHEREAS, Assignor owns the trademark and corresponding application therefor HEALTHEPOD, U.S. Serial. No. 78/705,087;

WHEREAS, Assignee is purchasing the Trademark from Assignor;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

Assignor hereby sells, transfers, conveys, and assigns to Assignee all right, title, and interest in and to the Trademark, together with the goodwill symbolized thereby, including all rights to sue and recover for past infringement.

Assignor agrees to execute all documents and assist in all proceedings (at the sole cost and expense of the Assignee) to perfect, register, or record the rights of the Assignee to the Trademark as Assignee may reasonably deem appropriate. If Assignor does not, within fifteen (15) days of presentment, return the requested executed documents, then Assignee is hereby granted a limited power of attorney to execute all such documents on behalf of Assignor. This power of attorney is coupled with an interest and is irrevocable.

LIFEWATCH HOLDING
CORPORATION

By: 

Printed name: Frederick J. Windemann

Title: President