

**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>
Access Product Marketing, LLC		04/15/2006	LIMITED LIABILITY COMPANY: MISSOURI
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	EarCheck Acquisition, LLC		
<b>Street Address:</b>	8527 Blue Jacket Street		
<b>City:</b>	Lenexa		
<b>State/Country:</b>	MISSOURI		
<b>Postal Code:</b>	66214		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: MISSOURI		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2155608	EARCHECK PRO	
Registration Number:	2155615	EARCHECK	
Registration Number:	2187724	EARCHECK PRO	
Registration Number:	2202139	EARCHECK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(816)983-8080		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	816-983-8000		
<b>Email:</b>	pto-kc@blackwellsanders.com		
<b>Correspondent Name:</b>	Richard Johnson		
<b>Address Line 1:</b>	4801 Main Street		
<b>Address Line 2:</b>	Suite 1000		
<b>Address Line 4:</b>	Kansas City, MISSOURI 64112		
<b>ATTORNEY DOCKET NUMBER:</b>	55557-10004		

**CH \$115.00 2155608**

NAME OF SUBMITTER:	Richard Johnson
Signature:	/Richard Johnson/
Date:	07/13/2006
<b>Total Attachments: 3</b> source=Trademark Assignment_2#page1.tif source=Trademark Assignment#page1.tif source=Trademark Assignment_3#page1.tif	

## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "Agreement") is entered into as of this 15<sup>th</sup> day of April, 2005 by and between Access Product Marketing, LLC, a Georgia limited liability company ("Assignor"), and EarCheck Acquisition, LLC, a Missouri limited liability company ("Assignee"). Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Asset Purchase Agreement dated March 12, 2005 and to which Assignor and Assignee are a party (the "Asset Purchase Agreement"). This Agreement is executed and delivered by the parties pursuant to Article III of the Asset Purchase Agreement, and the terms hereof are subject to the provisions of the Asset Purchase Agreement.

**WHEREAS**, Assignor has adopted, used and is using certain marks (the "Marks") in connection with the Business (as such term is defined in the Asset Purchase Agreement); and

**WHEREAS**, Assignor owns certain marks on the Principal Register of the United States Patent and Trademark Office and on the trademark register maintained by the Instituto Mexicano de la Propiedad Industrial, all of which are set forth on Schedule A attached hereto, (the "Registrations"); and

**WHEREAS**, Assignee desires to acquire the entire right, title and interest in and to said Marks and Registrations and the goodwill associated therewith (the "Trademark Rights"); and

**WHEREAS**, Assignor has agreed to assign to Assignee and Assignee has agreed to purchase from Assignor the Trademark Rights, among other assets.

**NOW, THEREFORE**, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Assignor hereby sells, assigns, transfers and sets over unto Assignee, its successors and assigns, the entire right, title and interest in and to the Trademark Rights, together with that portion of the goodwill of the business of Assignor connected with the use of and symbolized by the trademarks included in the Trademark Rights and the documentation of know how existing as of the date first shown above that are associated with and necessary to control the nature and quality of goods associated with the Trademark Rights, all common law rights and all causes of action, past, present and future for infringement of the Trademark Rights.

2. Assignor further covenants and agrees that it will, at any time upon reasonable request, without further consideration execute and deliver any and all documents that may be necessary or desirable to perfect the title to the Trademark Rights in Assignee, its successors and assigns, and to permit Assignee, its successors and assigns to be duly recorded as the registered owner of the rights hereby conveyed, and that it will, at any time upon reasonable request, without further consideration communicate in writing to Assignee, its successors and assigns, all facts that are reasonably necessary to maintain and protect the Trademark Rights as may be known to it.

**TRADEMARK**


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3. Assignor represents and warrants that it owns and is hereby transferring to Assignee, all rights, title and interest in the Registration, and that the Registrations are not subject to any liens, encumbrances, mortgages, licenses, or other security interests of third parties.


**IN WITNESS WHEREOF**, the parties have executed this Trademark Assignment as of the day and year first above written.

**ASSIGNOR**

**ACCESS PRODUCT MARKETING, LLC**

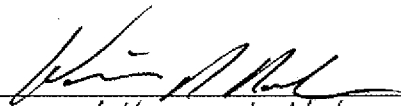
By:   
Name: Stephen D. Smith  
Title: President

**MDI INSTRUMENTS, INC.**

By:   
Name: Stephen D. Smith  
Title: Secretary / Treasurer

**ASSIGNEE**

**EARCHHECK ACQUISITION, LLC**

By:   
Name: William N. Nelson  
Title: Manager

Schedule A to Trademark Assignment

U.S. Trademarks

<u>MARK</u>	<u>REGISTRATION NO.</u>	<u>REGISTERED</u>
EARCHECK PRO	2,155,608	May 5, 1998
EARCHECK	2,155,615	May 5, 1998
EARCHECK PRO & DESIGN	2,187,724	September 8, 1998
EARCHECK & DESIGN	2,202,139	November 3, 1998

Mexican Trademarks

<u>MARK</u>	<u>REGISTRATION NO.</u>
CHECKMARK DESIGN	604,230
EARCHECK	601,158
EARCHECK DESIGN	604,232
EARCHECK PRO	601,157
EARCHECK PRO & DESIGN	604,231