

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
LUMISCOPE COMPANY, INC.		12/31/2007	CORPORATION: NEW JERSEY
RECEIVING PARTY DATA			
Name:	GF HEALTH PRODUCTS, INC.		
Street Address:	2935 NORTHEAST PARKWAY		
City:	ATLANTA		
State/Country:	GEORGIA		
Postal Code:	30360		
Entity Type:	CORPORATION:		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	76303432	LUMISCOPE	
CORRESPONDENCE DATA			
Fax Number:	(770)368-4951		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	678-291-3252		
Email:	CCOLON@GRAHAMFIELD.COM		
Correspondent Name:	KEN SPETT		
Address Line 1:	2935 NORTHEAST PARKWAY		
Address Line 4:	ATLANTA, GEORGIA 30360		
NAME OF SUBMITTER:	Ken Spett		
Signature:	/Ken Spett/		
Date:	01/28/2008		

OP \$40.00 76303432

Total Attachments: 5

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ASSET PURCHASE AGREEMENT

by and among

GF HEALTH PRODUCTS, INC.

and

THE LUMISCOPE COMPANY, INC.

Dated December 31, 2007

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT ("Agreement") is dated December 31, 2007, by and among GF HEALTH PRODUCTS, INC., a Delaware corporation ("Buyer"); THE LUMISCOPE COMPANY, INC., a New Jersey corporation ("Seller"); and ALLEN J. BEEBER, a resident of New York ("Beeber") (Beeber is sometimes referred to herein as "Shareholder").

RECITALS

Shareholder owns one hundred (100) shares of the common stock, no par value of Seller, which constitutes one hundred percent (100 %) of the issued and outstanding shares of capital stock of Seller. Seller desires to sell, and Buyer desires to purchase, the Assets of Seller for the consideration and on the terms set forth in this Agreement.

The parties, intending to be legally bound, agree as follows:

1. Definitions and Usage

1.1 DEFINITIONS

For purposes of this Agreement, the following terms and variations thereof have the meanings specified or referred to in this Section 1.1:

"Accounts Receivable"--(a) all trade accounts receivable and other rights to payment from customers of Seller and the full benefit of all security for such accounts or rights to payment, including all trade accounts receivable representing amounts receivable in respect of goods shipped or products sold or services rendered to customers of Seller, (b) all other accounts or notes receivable of Seller and the full benefit of all security for such accounts or notes and (c) any claim, remedy or other right related to any of the foregoing.

"Assets"--as defined in Section 2.1.

"Assignment and Assumption Agreement"--as defined in Section 2.7(a)(ii).

"Assumed Liabilities"--as defined in Section 2.4(a).

"Balance Sheet"--as defined in Section 3.4.

"Best Efforts"--the efforts that a prudent Person desirous of achieving a result would use in similar circumstances to achieve that result as expeditiously as possible, provided, however, that a Person required to use Best Efforts under this Agreement will not be thereby required to take actions that would result in a material adverse change in the benefits to such Person of this Agreement and the Contemplated Transactions or to dispose of or make any change to its business, expend any material funds or incur any other material burden.

"Bill of Sale"--as defined in Section 2.7(a)(i).

PART 3.25(e)

MARKS

Trade Mark: Lumiscope

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

SELLER:

THE LUMISCOPE COMPANY, INC.,
A New Jersey Corporation

Attest:

By: Rudy Marchisay
Name: _____
Title: Secretary

[CORPORATE SEAL]

By: A Beeber
Name: Allen J. Beeber
Title: Chief Executive Officer

SHAREHOLDER:

ALLEN J. BEEBER,
A New York Resident

Witness:

By: W. R. Kelly
Name: W. Raymond Kelly

By: A Beeber
Name: Allen J. Beeber

*[Signatures Continued on Next Page]
[Signature Page to Asset Purchase Agreement]*

Attest:

By: [Signature]
Name: Alita Mendota
Title: (AT)

[CORPORATE SEAL]

BUYER:

GF HEALTH PRODUCTS, INC.,
A Delaware Corporation

By: [Signature]
Name: BEATRICE SCARER
Title: PRES/CEO

*[Signatures Continued on Next Page]
[Signature Page to Asset Purchase Agreement]*