

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
Medical Development International, Inc.		01/28/2008	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Reassure Technologies, LLC		
Street Address:	822 Highway A1A North		
Internal Address:	Suite 310		
City:	Ponte Vedra Beach		
State/Country:	FLORIDA		
Postal Code:	32082		
Entity Type:	LIMITED LIABILITY COMPANY: FLORIDA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77311285	REASSURE	
CORRESPONDENCE DATA			
Fax Number:	(904)366-1519		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	904 366 2326		
Email:	kkburr@bmdpl.com		
Correspondent Name:	Karen Koster Burr		
Address Line 1:	76 S Laura Street		
Address Line 2:	Suite 2110		
Address Line 4:	Jacksonville, FLORIDA 32207		
ATTORNEY DOCKET NUMBER:	REASSURETM-2		
NAME OF SUBMITTER:	Karen Koster Burr		
Signature:	/kkb/		

OP \$40.00 77311285

Date:

01/29/2008

Total Attachments: 3

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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT ("Agreement") is made as of the Effective Date by and between Medical Development International, Inc., a Delaware corporation ("MDI" or "Assignor"), with principal offices located at 822 Highway A1A North, Suite 310, Ponte Vedra Beach, Florida, 32082, and Reassure Technologies International, LLC, a Florida limited liability company ("RTI" or "Assignee"), with offices located at 822 Highway A1A North, Suite 310, Ponte Vedra Beach, Florida, 32082.

WITNESSETH:

WHEREAS, Assignor has formed Assignee to engage in the business associated with the mark designated in Exhibit A; and

WHEREAS, assignment of this mark is accompanied by the goodwill associated with that business;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignee and Assignor hereby agree as follows:

TERMS AND CONDITIONS:

Section 1 – Recitals: The above identification of parties and recitals is true and correct.

Section 2 – Assignment: Assignor hereby conveys, assigns and transfers to Assignee all rights, title and interests in and to the service Mark listed in Exhibit A (the "Mark"), worldwide, and all registrations and renewals issued and to be issued in relation to the Mark.

Section 3 – Consideration: In consideration of this assignment, Assignee will assume all costs associated with registration and enforcement of the Mark.

Section 4 – Warranty of Title: Assignor represents and warrants that Assignor has full right to convey the rights, title and interests herein assigned, that Assignor has not and will not execute any agreement in conflict herewith, and that the rights, title and interests assigned herein are not encumbered by any grant, license or right heretofore given to another party.

Section 5 – No other Warranty: Except as otherwise provided in Section 4, the Assignee accepts this assignment "as is" and without any representation or

warranty, express or implied, including without limitation any warranty that the pending application will register, or any warranty that the use of the Mark will not infringe or violate any patent or other intellectual property rights of any third party.

Section 6 – Indemnification of Assignor: Assignee agrees to indemnify and hold Assignor and its successors and assigns, harmless against any liability, damage or expense (including costs and attorneys' fees and expenses) by reason or arising out of or relating to any act, duties or obligations or omissions of the Assignee or of any personnel employed or otherwise engaged by the Assignee, howsoever arising and that Assignee shall, at the request of the Assignor, assume the defense of any demand, claim, action, suit or proceeding brought against the Assignor in any way connected to the Mark or the Applications or any enhancements hereafter thereto and pay any and all damages assessed against or that are payable by the Assignor as a result of disposition of any such demand, claim, action, suit or proceeding. Notwithstanding the foregoing, the Assignor may be represented at any such action suit or proceeding at its own expense and by its own legal counsel.

Section 7 – Cooperation: Assignor shall promptly provide all assistance, cooperation, and information reasonably necessary for Assignee to prepare, complete, prosecute, maintain, preserve, enforce and/or defend any applications or registrations pertaining to the Mark.

Section 8 – Governing Law: This Agreement shall be governed by the laws of the United States of America and the State of Florida with the exception of conflicting conflicts of law provisions and venue shall be Duval County, Florida.

Section 9 – Effective Date: The term "Effective Date" shall mean November 1, 2007.

IN WITNESS WHEREOF, this Agreement
has been executed as of the Effective Date.

Assignor:

Medical Development International, Inc.


Signature

By: Howard O. McGinn Jr. Exec VP + G.C.

January 28, 2008
Date

Assignee:

Reassure Technologies International LLC


Signature

Larry Lou Phi

By: CEO

Title

1/29/08
Date

Exhibit A

The Mark

REASSURE – USPTO SN 77311285