

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	11/01/2007

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Medical Development International, Inc.		03/04/2008	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Medical Partners of America, Inc.
Street Address:	822 Highway A1A North
Internal Address:	Suite 310
City:	Ponte Vedra Beach
State/Country:	FLORIDA
Postal Code:	32082
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Serial Number:	77296437	MPA
Serial Number:	77296557	MPA

CORRESPONDENCE DATA

Fax Number: (904)366-1519
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 904 366 2326
 Email: kkburr@bmdpl.com
 Correspondent Name: Karen Koster Burr, Esq.
 Address Line 1: 76 S. Laura Street
 Address Line 2: Suite 2110
 Address Line 4: Jacksonville, FLORIDA 32202

ATTORNEY DOCKET NUMBER:	MDITM
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CH \$65.00 77296437

NAME OF SUBMITTER:	Karen Koster Burr
Signature:	/kkb/
Date:	03/06/2008
Total Attachments: 3 source=signed asst#page1.tif source=signed asst#page2.tif source=signed asst#page3.tif	

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 Medical Partners of America, Inc., a Delaware Corporation ("MPA" 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 marks designated in Exhibit A; and

WHEREAS, assignment of these marks 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 Marks listed in Exhibit A (the "Marks"), worldwide, and all registrations and renewals issued and to be issued in relation to the Marks.

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

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 Marks 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 Marks 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 Marks.


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.



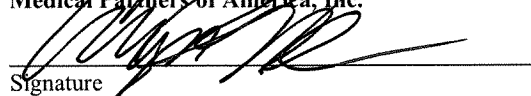
Signature

By: Richard Willard

President 3-4-2008
Date

Assignee:

Medical Partners of America, Inc.



Signature

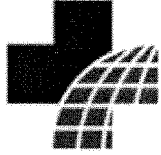
By: Cary Smith

President
Title

3/6/08
Date

EXHIBIT A
THE MARKS

1. **Word Mark:** MPA – SN 77/296,437



2. **Design Mark:** **MPA** - SN 77/296,557