

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
Azimuth Corporation		12/01/2008	CORPORATION: FLORIDA
RECEIVING PARTY DATA			
Name:	SunMed, LLC		
Street Address:	2280 Mission Hills Drive, S.E.		
City:	Grand Rapids		
State/Country:	MICHIGAN		
Postal Code:	49546		
Entity Type:	LIMITED LIABILITY COMPANY: MICHIGAN		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3044131	SUN MED	
Registration Number:	3322087	GREENLINE	
Registration Number:	3495770	CUFFALERT	
CORRESPONDENCE DATA			
Fax Number:	(312)460-4201		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	3124604241		
Email:	engling@millercanfield.com		
Correspondent Name:	Timothy J. Engling		
Address Line 1:	225 W Washington Street, Suite 2600		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	134023-00001		
NAME OF SUBMITTER:	Timothy J. Engling		
Signature:	/TENGLING/		

CH \$90.00 3044131

Date:

01/21/2009

Total Attachments: 2

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement ("Assignment"), effective as of the date last signed below, is by and between **Azimuth Corporation**, a Florida corporation, having an address at 12393 Belcher Road, Suite 450, Largo, Florida, 33773 ("Seller") and **SunMed, LLC**, a Michigan limited liability company, having an address at 2280 Mission Hills Drive, S.E., Grand Rapids, Michigan 49546 ("Buyer"), (together the "Parties").

Recitals

1. The Parties agreed to an Asset Purchase Agreement, whose terms will control any inconsistent terms with this short form Assignment. Seller is transferring certain assets and any business to which the Transferred Trademarks relate to Buyer.

2. The Asset Purchase Agreement also contemplates an assignment of the following registered trademarks:

- Sun – Med logo – U.S. registration 3,044,131, issued January 17, 2006
- GreenLine logo –U.S. registration 3,322,087, issued October 30, 2007
- CUFFALERT –U.S. registration 3,495,770, issued September 2, 2008

3. Seller used or authorized use of, and is the owner of rights in and to the trademarks Sun-Med, GreenLine and CUFFALERT "the Transferred Trademarks" and the goodwill of the business symbolized by the Transferred Trademarks.

4. Seller wants to transfer to Buyer its entire right, title and interest in and to the Transferred Trademarks, the related registrations, and the goodwill of the business symbolized by the marks; and Buyer wants to acquire same.

THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows.

5. Assignment of Trademark Rights. Seller hereby sells, assigns, transfers, and conveys to Buyer the entire right, title and interest in and to:

- Sun – Med logo – U.S. registration 3,044,131,
- GreenLine logo –U.S. registration 3,322,087,
- CUFFALERT –U.S. registration 3,495,770,

any other right in the Transferred Trademarks, the goodwill of the business symbolized by those marks and the right to sue, either at law or in equity, and to recover for any past or future infringement thereof, and any common law trademark rights related to the Transferred Trademarks owned by Seller.

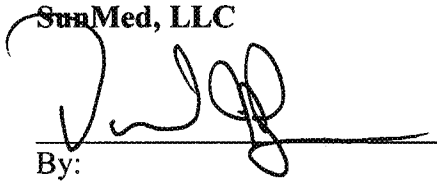
6. Consideration. Ten dollars is paid in consideration for the assignment by Seller of the Transferred Trademarks and any goodwill related to the Transferred Trademarks.

7. Further Assurances. Seller will assist Buyer in every proper way, at Seller's expense, to evidence, record and perfect this Assignment with such agencies, registrars, or entities responsible for this Assignment and the transfer of rights in the Transferred Trademarks. Furthermore, Seller will not take any actions to prevent Buyer from use of the Trademark rights assigned above, and hereby covenants not to sue or otherwise assert against Buyer any claim under any trademark or other rights that Seller may have in the Transferred Trademarks assigned hereunder. Seller will not register any confusingly similar trademarks to the Transferred Trademarks.

8. Warranty. Seller represents and warrants to the Buyer that Seller is owner of all rights, title and interest in the Transferred Trademarks and the related registrations, and Seller agrees to indemnify Buyer against any third-party claims resulting from breach of said warranty.

IN WITNESS WHEREOF, the Parties execute this Assignment as follows:

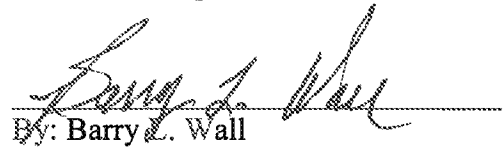
Buyer
SunMed, LLC


By: _____

A Member

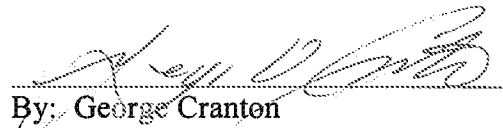
Dated as of December 1, 2008

Seller
Azimuth Corporation


By: Barry L. Wall

President and Shareholder

Dated as of December 1, 2008


By: George Cranton

Vice President and Shareholder

Dated as of December 1, 2008

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