

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
Rehamed International, LLC		10/05/2009	LIMITED LIABILITY COMPANY: FLORIDA
RECEIVING PARTY DATA			
Name:	S.R. Smith, LLC		
Street Address:	1017 S.W. Berg Parkway		
City:	Canby		
State/Country:	OREGON		
Postal Code:	97013		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2999750	V VITA GLIDE	
Registration Number:	2215869	PAL PORTABLE AQUATIC LIFT	
Serial Number:	77200003	AXS	
CORRESPONDENCE DATA			
Fax Number:	(215)789-6673		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	215-864-6857		
Email:	albrights@whiteandwilliams.com		
Correspondent Name:	Sam Albright		
Address Line 1:	1650 Market Street		
Address Line 2:	One Liberty Place, Suite 1800		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
ATTORNEY DOCKET NUMBER:	16236-14		
NAME OF SUBMITTER:	Sam Albright		

OP \$90.00 2999750

Signature:	/salbright/
Date:	10/14/2009
Total Attachments: 3 source=S.R. Smith Trademark Assignment#page1.tif source=S.R. Smith Trademark Assignment#page2.tif source=S.R. Smith Trademark Assignment#page3.tif	

TRADEMARK ASSIGNMENT

5 This Trademark Assignment (the "Trademark Assignment") is made on this day of October, 2009 between REHAMED INTERNATIONAL, LLC, a Florida limited liability company ("Assignor") and S.R. SMITH, LLC a Delaware limited liability company ("Assignee").

WHEREAS, Assignor owns all right, title and interest in and to the trademarks and service marks listed on the attached Schedule A, all applications and registrations pertaining thereto, and all common law rights associated therewith, together with the goodwill arising from the use and symbolized by said trademarks (collectively, the "Marks");

WHEREAS, Assignee, Assignor and certain members of Assignor are parties to that certain Asset Purchase Agreement, dated October 5, 2009 (the "Purchase Agreement"), pursuant to which Assignor agreed to sell, transfer and assign to Assignee the Purchased Assets (as defined in the Purchase Agreement) and all right, title and interest therein and related thereto, including, without limitation, the Marks, together with all goodwill associated therewith, and the entire business to which the Marks pertain, and all rights to claims of past infringement thereof; and

WHEREAS, the parties wish to execute and deliver this Trademark Assignment for the purpose of assigning the Marks and all goodwill related to or symbolized by such Marks from Assignor to Assignee.

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor hereby sells, transfers and assigns to Assignee and its successors and assigns, all right, title and interest in and to the Marks throughout the world, including all applications and registrations therefore and all goodwill pertaining thereto, the right to conduct business under the Marks, including the right to license others under the Marks, the portion of the business of Assignor to which any intent-to-use application pertains, and all rights to sue and collect damages and/or profits for claims of past or future infringements of the Marks.

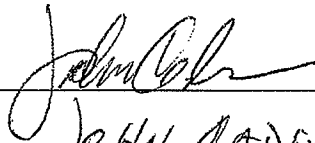
Assignor hereby agrees to execute upon the request of Assignee, such additional documents as are necessary to register and otherwise give full effect to and to perfect the rights of Assignee under this Trademark Assignment in and to the Trademarks worldwide, including all documents necessary to register in the name of Assignee the assignment of the Trademarks with the United States Patent & Trademark Office and, with respect to any equivalent foreign rights, with any other appropriate foreign or international office or registrar.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned have executed this Trademark Assignment on the date first written above.


ASSIGNOR:

REHAMED INTERNATIONAL, LLC

By: 
Name: JOHN CADEX
Title: PRESIDENT

ASSIGNEE:

S.R. SMITH, LLC

By: 
Name: RICHARD P LAITY
Title: PRESIDENT & CEO

Schedule A – Trademarks

REGISTERED TRADEMARKS

“V VITA GLIDE”			
The mark consists of in part of a stylized depiction of the “V” shaped frame of the exercise device.			
NUMBER	DATE	COUNTRY	STATUS
Serial No. 76-567,602 Registration No. 2,999,750	Filed 12/30/03 Registered 9/27/05	United States	Registered

“pal portable aquatic lift”			
The mark has a depiction of the above words in a water drop.			
NUMBER	DATE	COUNTRY	STATUS
Serial No. 75-293,935 Registration No. 2,215, 869	Filed 5/19/97 Registered 1/5/99	United States	Registered

TRADEMARK APPLICATION

“AXS”			
Standard character mark			
NUMBER	DATE	COUNTRY	STATUS
Serial No. 77/200003	Filed 5/7/07 Notice of Allowance issued 3/17/09	US	Published