

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
Axiom Worldwide, LLC		07/02/2010	LIMITED LIABILITY COMPANY:
Progress Bank of Florida		07/16/2010	Bank:

RECEIVING PARTY DATA

Name:	HTRD Group Hong Kong
Street Address:	2505 Inspiring Space
Internal Address:	No 15 Gan Lu Yuan Nan St.
City:	Beijing, Chaoyang Dist.
State/Country:	CHINA
Postal Code:	100025
Entity Type:	LIMITED LIABILITY COMPANY: CHINA

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	76533071	AXIOM WORLDWIDE

CORRESPONDENCE DATA

Fax Number: (214)777-4299
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Email: jbiermacher@krcl.com
 Correspondent Name: Julie Biermacher
 Address Line 1: 1601 Elm St. Suite 3700
 Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER: 72280.002

DOMESTIC REPRESENTATIVE

Name: Saleem Musallam
 Address Line 1: 5555 W. Linebaugh Ave. Ste. M

900183142

**TRADEMARK
 REEL: 004467 FRAME: 0443**

OP \$40.00 76533071

Address Line 4: Tampa, FLORIDA 33624

NAME OF SUBMITTER:

Julie K. Biermacher

Signature:

/julie k biermacher/

Date:

02/03/2011

Total Attachments: 72

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QUIT CLAIM BILL OF SALE AND ASSIGNMENT

Effective as of this 16th day of July, 2010, for good and valuable consideration in the amount of FOUR HUNDRED THOUSAND and No 00/100 (\$400,000.00-United States Currency) the receipt and sufficiency is hereby acknowledged, Progress Bank of Florida ("Assignor") does hereby convey, transfer and assign to HTRD Group Hong Kong Limited ("Assignee"), its successors and assigns, all of Assignor's right, title, and interest to the Assets (as such Assets are defined within the attached Bill of Sale, Order, Motion, and Petition).

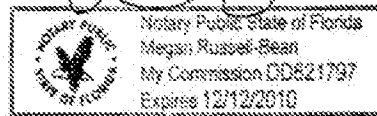
The Assets are hereby sold and conveyed to Assignee on an "AS-IS/WHERE-IS" basis without any representation or warranty by Assignor of any nature whatsoever to have and to hold unto Assignee, its successors and assigns, forever.

WHEREFORE, Assignor has executed this instrument as of the effective date set forth above.

ASSIGNOR
PROGRESS BANK OF FLORIDA

By: *[Signature]*
Its: Vice Chairman

[Signature]



BILL OF SALE

THIS BILL OF SALE (the "Bill of Sale") entered into this 2nd day of July, 2010 is made by and between M.D. Luetgert, as Assignee of Axiom Worldwide, LLC (the "Assignee") and Progress Bank (the "Bank").

WHEREAS, on March 25, 2010, Axiom Worldwide, LLC (the "Assignor") made an assignment for the benefit of creditors (the "Assignment") to the Assignee whereby the Assignor assigned all of its assets (the "Assets") to the Assignee. The Assignment was recorded in Official Record Book 19784 at Page 1179 of the Public Records of Hillsborough County.

WHEREAS, on March 25, 2010, the Assignor filed a Petition Commencing Assignment for Benefit of Creditors, which is pending in the Circuit Court of the Thirteenth Judicial Circuit in and for Hillsborough County, Florida, Civil Division, Case No. 10-006801, Division G.

WHEREAS, on June 11, 2010, the Assignee filed its Motion to Authorize the Sale of Assets; to Establish Bidding and Sale Procedures; and Notice of Hearing on any Timely Filed Objection (the "Sale Motion").

WHEREAS, on June 21, 2010, the Court entered its Order on Assignee's Motion to Authorize the Sale of Assets; to Establish Bidding and Sale Procedures; and Notice of Hearing on any Timely Filed Objection dated (the "Sale Procedures Order"). The Sale Order approved a sealed bid process which required any person or entity desiring to make a bid for the Assets to submit a sealed, written bid ("Bid") for the Assets so as to actually be received no later than 2:00 p.m. (Eastern Standard Time) on Monday, June 28, 2010 (the "Bid Deadline") by Michael Luetgert, Assignee, c/o Michael Moecker & Associates, LLC, 1409 W. Swann Avenue, Tampa, Florida 33629, with a copy to (i) Elena Paras Ketchum, Esq., Stichter, Riedel, Blain & Prosser, P.A., 110 East Madison Street, Suite 200, Tampa, Florida 33602 (Fax No.: 813/229-1811), and (ii) Progress Bank of Florida c/o Stanford Solomon, The Solomon Law Group, P.A., 1881 West Kennedy Boulevard, Tampa, Florida 33606 (Fax No.: 813/225-1050).

WHEREAS, the Sale Procedures Order provides that in the event the Assignee did not receive any Bids, the Assets, excluding the Vehicle, are to be transferred to Progress Bank, free and clear of all junior liens and encumbrances immediately following the Bid Deadline. The Assignee shall retain possession and control over the Vehicle without prejudice to any rights, claims or defenses of Progress Bank or the Assignee, until further order of the Court.

WHEREAS, the Assignee received no Bids for the Assets.

WHEREAS, on July 1, 2010, the Court entered its Order Authorizing the Transfer of Assets to Progress Bank (the "Sale Order") authorizing the immediate transfer of the Assets, excluding the Vehicle, to Progress Bank.

WHEREAS, in accordance with the Sale Procedures Order and the Sale Order, the Assignee is to assign, transfer and convey the Assets, excluding the Vehicle, to the Bank, as set forth herein.

¹ A description of the Assets is set forth within the Assignment, the Sale Motion, and Uniform Commercial Code Financing Statement filed with the Florida Secured Transaction Registry as Instrument Number 200809331877 on November 14, 2008.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants contained herein, and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:


FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, and pursuant to the Sale Procedures Order and the Sale Order, the Assignee hereby transfers, assigns, conveys and delivers to the Bank and its successors and assigns, all right, title and interest in and to all of the Assets (excluding the Vehicle) and the Bank hereby accepts and acquires from the Assignee such Assets (excluding the Vehicle). Pursuant to the Sale Procedures Order and the Sale Order, the Assets (excluding the Vehicle) are transferred to the Bank free and clear of all junior liens and encumbrances.

The Bank acknowledges that **ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE RELATING TO CONDITION, QUALITY, FITNESS AND MERCHANTABILITY OF THE ASSETS, ARE HEREBY EXCLUDED. THE ASSETS ARE SOLD AND CONVEYED "AS IS" AND "WHERE IS" WITH NO REPRESENTATIONS OR WARRANTIES OF ANY NATURE WHATSOEVER FROM THE ASSIGNEE.**

In the event of any conflict or inconsistency between the terms of this Bill of Sale and the terms of the Sale Procedures Order or the Sale Order, the terms of the Sale Procedures Order and the Sale Order shall control. Nothing contained herein will be deemed to alter, modify, expand or diminish the terms of either the Sale Procedures Order or the Sale Order.

This Bill of Sale may be executed in two or more counterparts, each of which shall be deemed an original, but all such counterparts taken together shall constitute one and the same agreement.

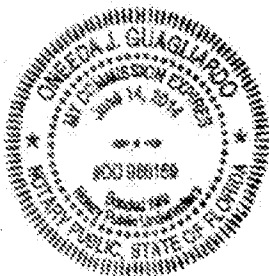
IN WITNESS WHEREOF, the Assignee has caused this Bill of Sale to be executed as of the date first written above.



M.D. Luetgert as Assignee of Axiom Worldwide, LLC

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

BEFORE ME, the foregoing instrument was duly executed and acknowledged before me this 2nd day of July, 2010, by M.D. Luetgert as Assignee of Axiom Worldwide, LLC, who is personally known to me or produced _____ as identification.

(Notary Seal must be affixed)




Print Name: CAROL J. SUAGLIARDO
NOTARY PUBLIC
My Commission Expires: JUNE 14, 2014

CIRCUIT COURT OF THE THIRTEENTH JUDICIAL CIRCUIT
IN AND FOR HILLSBOROUGH COUNTY, FLORIDA
CIVIL DIVISION

In re:

AXIOM WORLDWIDE, LLC,

Case No. 10-006801

Assignor,

Division G

To

MICHAEL LUTGERT,

Assignee.

ORDER AUTHORIZING THE TRANSFER OF ASSETS TO PROGRESS BANK

THIS CAUSE came on for hearing before the Court on Thursday, July 1, 2010, at 2:30 p.m. (the "Hearing"), in Tampa, Florida, upon the Assignee's Motion to Authorize the Sale of Assets; to Establish Bidding and Sale Procedures; and Notice of Hearing on any Timely Filed Objection (the "Motion") and Order on the Motion dated June 21, 2010 (the "June 21 Order").¹ The Court finds that notice of the June 21 Order and Hearing was appropriate and sufficient. Objections to the sale of the Assignor's assets by the Assignee pursuant to the procedures outlined in the June 21 Order have been filed by the "Hako-Med creditors", North American Medical Corporation, Greg Westfall and the Chiropractic Creditors (collectively, the "Objections"). The Court considered the Motion, the Objections, together with the record and the arguments of counsel at the Hearing, and being otherwise duly advised in the premises, finds that the transfer of the Assets, excluding the Vehicle, to Progress Bank free and clear of all junior liens and encumbrances is appropriate.

1.

¹ Unless otherwise indicated, capitalized terms used herein shall have the meaning ascribed to such terms in the Motion.

In the June 21 Order, the Court found that the Sealed Bid Procedures outlined therein were reasonable and appropriate and designed to maximize the value of the Assets. Pursuant to the Sealed Bid Procedures, any person or entity desiring to purchase the Assets was to submit a sealed, written bid by the Bid Deadline (June 28, 2010 at 2:00 p.m.). No bids were received for the Assets. The June 21 Order provided that in the absence of a bid, the Assets, excluding the Vehicle, shall be transferred to Progress Bank, free and clear of all junior liens and encumbrances immediately following the Bid Deadline.

Pursuant to the June 21 Order, the principals (Nicholas Exarhos and James Gibson) of Axiom Worldwide, LLC (the "Assignor") were provided the opportunity to review the documents and records of the Assignor by no later than June 17, 2010 for the sole and limited purpose of advising the Assignee and his counsel of document or records which are of the type or nature which cannot be sold because the records contain sensitive patient information or employee information. James Gibson's representative did identify certain documents (hereinafter referred to as the "Segregated Documents") to be segregated. The Segregated Documents fell into three categories: (1) employee information and records (the "Employee Records"); (2) one drawer of a filing cabinet which contains expense reimbursement records (the "Expense Reimbursement Records"); and (3) all filing cabinets located in the back room of the office which contain files of all equipment sold, including service records and the like (the "Equipment Records").

The Assignee has requested that the Equipment Records be included with the transfer of the Assets to Progress Bank. The Court finds that it is appropriate for the Assignee to transfer the Equipment Records to Progress Bank. With respect to the Employee Records and the

Expense Reimbursement Records, the Assignee has advised the Court that such records may, and in some instances do, contain personal employee information.

In light of there being no bids for the Assets and Progress Bank being the sole secured creditor having a Lien on the personal property of the Assignor, the Court finds it appropriate for the transfer of the Assets from the Assignee to Progress Bank to include the Employee Records and the Expense Reimbursement Records, provided that Progress Bank does not improperly disclose any personal information of the employees to any third party.

Accordingly, for the reasons stated on the record in open Court, it is ORDERED, ADJUDGED AND DECREED that:

1. The Objections are overruled.
2. The Court approves and authorizes the immediate transfer of the Assets, excluding the Vehicle, from the Assignee to Progress Bank free and clear of all junior liens and encumbrances.
3. The Assignee is authorized to immediately execute and deliver a bill of sale to Progress Bank to evidence the transfer of the Assets, excluding the Vehicle.
4. The Court authorizes the transfer of the Equipment Records to Progress Bank
5. The Court authorizes the transfer of the Employee Records and the Expense Reimbursement Records to Progress Bank, provided that Progress Bank shall not improperly disclose any personal information contained in such records to any third party.
6. All Assets (excluding the Vehicle), including the Expense Reimbursement Records, the Equipment Records and the Employee Records, are being transferred to Progress Bank with no representations or warranties of any nature whatsoever, whether express or implied, including, but not limited to, those relating to condition, quality, fitness and

merchantability of the Assets. All Assets are being transferred and conveyed "As Is" and "Where Is" with no representations or warranties of any nature whatsoever from the Assignee.

7. The Assignee shall have no responsibility or liability with respect to any of the Assets, including, but not limited to, the Expense Reimbursement Records, the Equipment Records and the Employee Records, being transferred to Progress Bank.

8. The Assignee shall retain possession and control over the Vehicle without prejudice to any rights, claims or defenses of Progress Bank or the Assignee, until further order of the Court.

DONE AND ORDERED at Hillsborough County, Florida this _____ day of _____, 2010.

ORIGINAL SIGNED

JUL 01 2010

MARTHA J. COOK
CIRCUIT JUDGE

MARTHA J. COOK
CIRCUIT COURT JUDGE

Copies to:
Elena Paras Ketchum, Esq.
Stichter, Riedel, Blain & Prosser, P.A.
110 Madison Street - Suite 200
Tampa, Florida 33602

M.D. Lueigert, Assignee
M.D. Lueigert & Associates, LLC
1409 W. Swann Avenue
Tampa, Florida 33629

(for service on all parties listed on the Matrix. Upon service to such parties, a representative of Assignee will file with the Court an affidavit of service.)

CIRCUIT COURT OF THE THIRTEENTH JUDICIAL CIRCUIT
IN AND FOR HILLSBOROUGH COUNTY, FLORIDA
CIVIL DIVISION

In re:

AXIOM WORLDWIDE, LLC,

Case No. 10-006801

Assignor,

Division G

To

MICHAEL LUETGERT,

**HEARING SCHEDULED FOR FRIDAY
JUNE 18, 2010 AT 10:30 A.M.**

Assignee.

**MOTION TO AUTHORIZE THE SALE OF ASSETS; TO ESTABLISH BIDDING AND SALE
PROCEDURES; AND NOTICE OF HEARING ON ANY TIMELY FILED OBJECTIONS**

PLEASE TAKE NOTICE, that a hearing on this Motion will be held before the Honorable Martha J. Cook, Circuit Judge, on **June 18, 2010, at 10:30 a.m.**, in Hearing Room 511, George E. Edgecomb Courthouse - 800 E. Twiggs Street, Tampa, FL 33602 (the "Sale Hearing").

You must file your objection to this Notice with Pat Frank, Clerk of the Court, Thirteenth Judicial Circuit, George E. Edgecomb Courthouse - 800 E. Twiggs Street, Tampa, FL 33602 and serve a copy by U.S. Mail and Facsimile Transmission on: (i) M.D. Luetgert, Assignee, Michael Moecker & Associates, LLC, 1409 W. Swann Avenue, Tampa, Florida 33629, Fax No. 813/254-3709; (ii) Elena Paras Ketchum, Esq., Stichter Riedel Blain & Prosser, 110 E. Madison Street, Suite 200, Tampa, Florida 33602, Fax No. 813/229-1811; and (iii) Progress Bank of Florida, c/o Stanford Solomon, The Solomon Law Group, P.A., 1881 West Kennedy Boulevard, Tampa, Florida 33606, Fax No. 813/225-1050

If you file and serve an objection within the time permitted, this Motion and the objection will be heard before the Honorable Martha Cook at the Sale Hearing provided hereinabove.

M.D. LUETGERT, as Assignee of the assets of Axiom Worldwide, LLC (the "Assignor"), by and through his undersigned counsel, hereby provides notice to all parties in interest that he intends to sell the items of Assignor identified herein and that he hereby gives

notice of certain sale procedures and moves the Court to approve this sale and resolve any objections to the relief and notice sought herein (this "Sale Motion"). In support of this Sale Motion, M.D. Luetgert (the "Assignee") states as follows:

I. PROCEDURAL AND FACTUAL BACKGROUND

1. On March 25, 2010, a Petition was filed with this Court initiating an assignment for the benefit of creditors (the "Petition Date").
2. M.D. Luetgert is the Assignee of the assets of the Assignor.
3. Progress Bank of Florida ("Progress Bank") is consensual lienholder with a secured claim in the amount of \$4,531,130.64.
4. The Assignor was engaged in the business of distributing non-surgical decompression systems that provides treatment for pain management for patients suffering with incapacitating low back pain and sciatica problems. In addition to selling the systems, the Assignor provided technical support and maintenance to ensure that the equipment was functioning in a manner that will be the most beneficial to the patient.

II. ASSETS FOR SALE

5. By this Sale Motion, the Assignee seeks to sell all items, including but not limited to furniture, fixtures, equipment, materials, electronic items, computers, storage cabinets, machine parts, machinery, documents of the Assignor, including, but not limited to, financial records, records of medical devices sold by the Assignor, related records outlining service provided on the equipment, associated Food and Drug Administration records, and other corporate documents, located at the premises leased from United Storage at 5002F and 5004A W. Linebaugh Avenue and in storage units numbered 30, 32, 34, 36, 68, 69, 88, 93, and 94 in Tampa, Florida (collectively, the "Linebaugh Assets"). Hereinafter, the premises located at

5002F and 5004A W. Linebaugh Avenue and storage units numbered 30, 32, 34, 36, 68, 69, 88, 93, and 94 in Tampa, Florida shall collectively be referred to as the "Business Premises".

6. Documents or records, if any, which contain sensitive patient information or employee information, are specifically excluded from the Assets which are to be sold by the Assignee. In addition, principals of the Assignor may request to view under the supervision of the Assignee the documents and records of the Assignor by no later than June 17, 2010 for the sole and limited purpose of advising the Assignee and the Assignee's counsel of documents or records which are of the type or nature which cannot be sold because the records contain sensitive patient information or employee information [all of the foregoing documents in this paragraph shall be referred to as the "Segregated Document(s)"].

7. The Assignee may determine in his sole discretion that some or all of the Segregated Documents are to be excluded from the Assets. If the Assignee determines that some or all of the Segregated Documents are to be excluded from the Assets, Progress Bank shall be entitled to an immediate review of the excluded documents. If the Assignee determines that some or all of the Segregated Documents are **not** to be excluded from the Assets, he shall advise the principal having sought exclusion of the documents that such documents will be included with the sale of the Assets. If the parties are unable to reach agreement on the inclusion or exclusion of any Segregated Document, the matter will be brought before the Court for consideration. The Assignee may determine to conduct the sale of the Assets, even if a dispute as to any Segregated Document is pending.

8. In addition to the Linebaugh Assets, the Assignee seeks by this Motion to sell all accounts receivable of the Assignor and all documents or records related to accounts receivable which may be located at the Business Premises (collectively, the "Accounts Receivable").

9. The Assignee also seeks to sell any and all intellectual property rights of the Assignor in whatever status such rights may exist including but not limited to any and all applications, conditional approvals, or final authorizations for any trademarks, patents, or regulatory approvals (collectively, the "Intellectual Property Rights").

10. Lastly, the Assignee seeks to sell that certain vehicle described as a 2002 Ford Truck (VIN: 1HTMMAAM32H526692) (the "Vehicle"). Progress Bank asserts a lien on the Vehicle, which is disputed by the Assignee. Progress Bank and the Assignee consent to the sale of the Vehicle according to the bid procedures outlined below.

11. In summary, the Assignee seeks to sell pursuant to the procedure outlined hereinbelow the Linebaugh Assets, the Accounts Receivable, the Intellectual Property Rights, and the Vehicle (collectively, the "Assets").

12. The Assignee makes no representations or warranties of any nature whatsoever as to the Assets.

13. The Assets will be sold on a "WHERE IS" and "AS IS" basis.

III. NOTICE OF SEALED BID PROCEDURES

14. The Assignee seeks approval by the Court of the following sale procedures for the Assets. The Assignee submits that these proposed procedures will satisfy all interested parties by assuring that the Assignee will achieve the maximum value set for the Assets.

15. Progress Bank is the sole secured creditor having a lien (the "Lien") on the personal property of the Assignor, as more particularly described in its UCC-1 financing statement filed with the Florida Department of State on November 14, 2008. Upon (and only upon) full and strict compliance with the terms and conditions provided herein, Progress Bank shall release the Lien to the extent necessary (and only to the extent necessary) to permit the sale

of the Assets free and clear of the Lien, provided however that such a release shall not become effective unless and until the sale of the Assets is to a bonafide third party purchaser in an amount that exceeds the Floor Bid (as defined) pursuant to the sale procedure set forth at length herein.

16. The Assignee proposes the following procedures for the submission and consideration of bids for the Assets:

- a. Any person or entity may submit a sealed, written bid for the Assets so as to actually be received no later than 2:00 p.m. (Eastern Standard Time) on June 28, 2010 (the "Bid Deadline") to the following:

Michael Luetgert, Assignee
Michael Moecker & Associates, LLC
1409 W. Swann Avenue
Tampa, Florida 33629

With copies to:

Elena Paras Ketchum, Esq.
Stichter, Riedel, Blain & Prosser, P.A.
110 East Madison Street, Suite 200
Tampa, Florida 33602
Fax No.: 813/229-1811

Progress Bank of Florida c/o Stanford Solomon
The Solomon Law Group, P.A.
1881 West Kennedy Boulevard
Tampa, Florida 33606
Fax No.: 813/225-1050

- b. The following conditions shall pertain to each bid (strict compliance being required):

- i. Each bid shall be in an amount that exceeds \$300,000.00 (the "Floor Bid"), which is the minimum amount for which Progress Bank consents to release its lien on the Assets.

ii. Each bid shall be in cash and a cashier's check in the full amount of the bid shall be remitted with the written offer to the Assignee on or before the Bid Deadline.

iii. Any bid that contains any condition precedent to such bidder's obligation to purchase or otherwise acquire the Assets shall be rejected immediately and given no further consideration.

iv. Each bid shall contain a statement that the bidder consents to purchasing the Assets on an "AS IS" and "WHERE IS" basis, with no representations or warranties by the Assignee.

[All of the foregoing collectively referred to as the "Bid Conditions"].

17. In the event that any bid fails to conform to the Bid Conditions, such bid shall be rejected immediately and given no further consideration.

18. At the conclusion of the Bid Deadline, the Assignee shall review all bids submitted prior to the Bid Deadline and determine which bid is the highest and best offer for the Assets (the "Winning Bid"). Upon determining the Winning Bid, the Assignee shall:

- a. Advise the person or entity that submitted the Winning Bid (the "Winning Bidder") that their bid was the highest and best offer for the Assets;
- b. Send to the Winning Bidder a bill of sale to reflect the sale of the Assets on an "AS IS" and "WHERE IS" basis, with no representations or warranties by the Assignee, and free and clear of all liens and encumbrances;
- c. Negotiate the cashier's check submitted along with the Winning Bid; and

d. Immediately distribute to Progress Bank within 24 hours any and all money received from the Winning Bid less \$25,000, which will be held in Stichter, Riedel, Blain & Prosser, P.A. Trust account pending further Order of the Court.

19. The Assignee shall advise all other bidders that they were not selected as the Winning Bidder and forthwith return to the bidder the cashier's check remitted with their bid.

20. The Assignee may bring to the Court for resolution or approval any bid(s) or matter related to the sale.

21. In the event that the Assignee is unable to determine the Winning Bidder (whether due to the submission of bids that fail to comply with the Bid Conditions or the lack of submission of any bids) the Assets shall be transferred to Progress Bank free and clear of all junior liens and encumbrances immediately following the Bid Deadline and the Assignee shall execute and deliver a bill of sale to Progress Bank to evidence the transfer of the Assets.

22. Within 3 calendar days of the Bid Deadline, the Assignee shall submit to the Court a proposed order approving any transfer of the Assets to the Winning Bidder or to Progress Bank.

IV. NOTICE AND OPPORTUNITY TO OBJECT

23. The Assignee requests the Court conduct an expedited hearing to authorize the sale of the Assets pursuant to the terms and conditions set forth herein.

24. Florida Statute 727.111(4) provides that the assignee "shall give the assignor and all creditors not less than 20 days' notice by mail of a proposed sale of assets of the estate other than in the ordinary course of business Any and all objections to the proposed action must be filed and served upon the assignee and the assignee's attorney, if any, not less than 3 days

before the date of the proposed action. . . . If no objections are timely filed and served, the assignee may take such action as described in the notice without further order of the court. . . .”

25. On May 24, 2010, the Court entered its *Order Denying Motion and Notice to Abandon Assets to Progress Bank of Florida Pursuant to Florida Statutes § 727.108(1)*. In that order, the Court provided notice to the creditors that a meeting was going to be held on May 26, 2010 to address the disposition of the Assets outside the ordinary course of business. The requirements of Fla. Stat. 727.111(4) have been met.

26. Any objections to the sale of the Assets must be filed and served with the Clerk of the Circuit Court for Thirteenth Judicial Circuit, Hillsborough County, 800 E. Twiggs Street, Tampa, FL 33602, and upon the Assignee, Michael Luetgert, Assignee, Michael Moecker & Associates, LLC, 1409 W. Swann Avenue, Tampa, Florida 33629 (including by facsimile transmission at 813/254-3709); the Assignee’s counsel, Elena Paras Ketchum, Esq., Stichter Riedel Blain & Prosser, 110 E. Madison Street, Suite 200, Tampa, Florida 33602 (including by facsimile transmission at 813/229-1811); and Progress Bank of Florida, Stanford Solomon, The Solomon Law Group, P.A., 1881 West Kennedy Boulevard, Tampa, Florida 33606 (including by facsimile transmission at 813/225-1050), no later than 5:00 p.m. on **June 25, 2010**.

27. The Assignee requests that upon approval of these bid procedures that all creditors and parties in interest as may be identified by the Assignee be served with a copy of the Order approving and outlining the procedures.

28. Absent timely objections, Assignee may complete the sale of the Assets to the winning bidder without further action of the Court; provided, however, the Assignee shall submit a proposed order to the Court for approval of the sale to the Winning Bidder having consummated the sale.

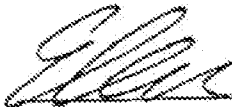
29. Upon consummation of the sale of the Assets, the sale proceeds will be paid immediately to Progress Bank and held by Progress Bank in an escrow account until such time that the Court approves the distribution of such funds.

30. All parties requesting the opportunity to bid on the Assets must comply with the terms set forth herein.

31. In the event of an objection, the Sale Motion and objection shall be heard at the Sale Hearing to be scheduled before the Honorable Martha Cook at the date and time set forth in the Notice on the front page of this Sale Motion.

WHEREFORE, Assignee respectfully requests the entry of an order:

- A. granting the Sale Motion;
- B. finding that the bidding and sale procedures are reasonable; and
- C. approving such other and further relief as is just, equitable and proper.



Elena Paras Ketchum (Florida Bar No. 0129267)
STICHTER, RIEDEL, BLAIN & PROSSER, P.A.
110 East Madison Street, Suite 200
Tampa, Florida 33602
PH (813) 229-0144
FAX (813) 229-1811
Attorneys for Assignee
eketchum@srbp.com

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the Motion to Authorize the Sale of Certain Assets; to Establish Bidding and Sale Procedures; and Notice of Hearing on Any Timely Filed Objections, has been furnished by U.S. Mail on this 11th day of June, 2010, to:

M.D Luetgert, Assignee
Michael Moecker & Associates, LLC
1409 W. Swann Avenue
Tampa, Florida 33629
(for service on:

All parties listed on the Matrix. Upon service to such parties, a representative of Assignee will file with the Court an affidavit of service.)


Elena Paras Ketchum

CIRCUIT COURT OF THE THIRTEENTH JUDICIAL CIRCUIT
IN AND FOR HILLSBOROUGH COUNTY, FLORIDA
CIVIL DIVISION

In re:

AXION WORLDWIDE, LLC,

Case No. 10006801

Assignor,

Division DIVISION G

To

MICHAEL LUETGERT,

Assignee.

RECEIVED

MAR 25 2010

CLERK OF CIRCUIT COURT
HILLSBOROUGH COUNTY, FL

PETITION COMMENCING ASSIGNMENT FOR BENEFIT OF CREDITORS

Michael Luetgert ("Luetgert" or "Assignee"), as Assignee for the Benefit of Creditors of Assignor, Axion Worldwide, LLC ("Axion" or "Assignor"), by and through his undersigned counsel, hereby petitions the Court to administer the attached Assignment for the Benefit of Creditors from Assignor to Luetgert in accordance with Chapter 727, Fla. Stat. (1997), and states the following in support thereof:

1. This is a Petition for the Assignment for the Benefit of Creditors. This Court has jurisdiction of the proceeding in accordance with the provisions of Florida Statute §727, *et seq.*
2. The Assignor Axion maintains its principal place of business at 5004A and 5002F West Linebaugh Avenue, Tampa, Florida 33624, in Hillsborough County, Florida.
3. Assignee's office is located at 1409 W. Swann Avenue, Tampa, Florida 33606.

4. The Assignor is indebted to creditors and is unable to pay the amounts due to these creditors, and wishes to pay these creditors, insofar as possible, through the assignment of its assets for their benefit.

5. A copy of the Assignment, together with Schedules A and B, are attached hereto as Composite Exhibit "A" and are incorporated by reference herein.

DATED: March 25, 2010



Elena Paras Ketchum (Florida Bar No. 0129267)

eketchum@srbp.com

STICHTER, RIEDEL, BLAIN
& PROSSER, P.A.

110 Madison Street - Suite 200

Tampa, Florida 33602

PH (813) 229-0144

FAX (813) 229-1811

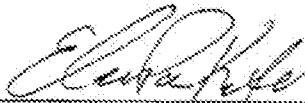
ATTORNEYS FOR ASSIGNEE

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing Petition Commencing Assignment for Benefit of Creditors has been sent by U.S. MAIL on the 25th day of March, 2010 to:

M.D Luetgert, Assignee
c/o Michael Moecker & Associates, Inc.
6861 SW 196th Avenue - #201-204
Ft. Lauderdale, Florida 33332

Richard J. McIntyre
John F. Panzarella
McIntyre, Panzarella, Thanasides, Eleff & Hoffman P.L.
6943 East Fowler Avenue
Tampa, Florida 33617



Elena Paras Ketchum (Florida Bar No. 0129267)

CF2

Prepared by and return to:
STICHTER, RIEDEL, BLAIN & PROSSER, P.A.
c/o Elena Paras Ketchum, Esquire
110 East Madison Street - Suite 200
Tampa, Florida 33602

ASSIGNMENT FOR THE BENEFIT OF CREDITORS

ASSIGNMENT, made this 25th day of March, 2010, between Axiom Worldwide with a principal place of business at 5004A and 5002F West Linebaugh Ave, Tampa, FL 33624, hereinafter "assignor," and Michael Luetgert, whose address is 1409 West Swann Avenue, Tampa, FL 33606, hereinafter "assignee".

WHEREAS, the assignor has been engaged in the business of Medical Device Manufacturer;

WHEREAS, the assignor is indebted to creditors, as set forth in Schedule A annexed hereto, is unable to pay its debts as they become due, and is desirous of providing for the payment of its debts, so far as it is possible by an assignment of all of its assets for that purpose.

NOW, THEREFORE, the assignor, in consideration of the assignee's acceptance of this assignment, and for other good and valuable consideration, hereby grants, assigns, conveys, transfers, and sets over, unto the assignee, her or his successors and assigns, all of its assets, except such assets as are exempt by law from levy and sale under an execution, including, but not limited to, all real property, fixtures, goods, stock, inventory, equipment, furniture, furnishings, accounts receivable, bank deposits, cash, promissory notes, cash value and proceeds of insurance policies, claims and demands belonging to the assignor, and all books, records, and electronic data pertaining to all

such assets, wherever such assets may be located, hereinafter the "estate," as which assets are, to the best knowledge and belief of the assignor, set forth on Schedule B annexed hereto.

The assignee shall take possession of, and protect and preserve, all such assets and administer the estate in accordance with the provisions of chapter 727, Florida Statutes, and shall liquidate the assets of the estate with reasonable dispatch and convert the estate into money, collect all claims and demands hereby assigned as may be collectible, and pay and discharge all reasonable expenses, costs, and disbursements in connection with the execution and administration of this assignment from the proceeds of such liquidations and collections.

The assignee shall then pay and discharge in full, to the extent that funds are available in the estate after payment of administrative expenses, costs, and disbursements, all of the debts and liabilities now due from the assignor, including interest on such debts and liabilities. If funds of the estate shall not be sufficient to pay such debts and liabilities in full, then the assignee shall pay from funds of the estate such debts and liabilities, on a pro rata basis and in proportion to their priority as set forth in Section 727.114, Florida Statutes.

If all debts and liabilities are paid in full, any funds of the estate remaining shall be returned to the assignor.

To accomplish the purposes of this assignment, the assignor hereby appoints the assignee its true and lawful attorney, irrevocable, with full power and authority to do all acts and things which may be necessary to execute the Assignment hereby created; to

demand and recover from all persons all assets of the estate; to sue for the recovery of such assets; to execute, acknowledge, and deliver all necessary deeds, instruments, and conveyances; and to appoint one or more attorneys under her or him to assist the assignee in carrying out her or his duties hereunder.

The assignor hereby authorizes the assignee to sign the name of the assignor to any check, draft, promissory note, or other instrument in writing which is payable to the order of the assignor, or to sign the name of the assignor to any instrument in writing, whenever it shall be necessary to do so, to carry out the purpose of this Assignment.

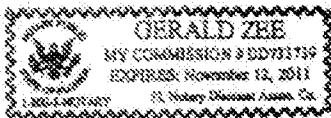
The assignee hereby accepts the trust created by the assignment, and agrees with the assignor that the assignee will faithfully and without delay carry out her or his duties under the assignment.

Assignor PROSECUTOR AXIOM

Assignee

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing assignment was acknowledged by James Gibson, Jr. this 23rd day of March, for Axiom Worldwide, as assignor, and by Michael Luetgert, as assignee, for the purposes therein expressed who is personally known to me or who has produced identification.



Gerald Zee
Signature of Notary Public

Gerald Zee

demand and recover from all persons all assets of the estate; to sue for the recovery of such assets; to execute, acknowledge, and deliver all necessary deeds, instruments, and conveyances; and to appoint one or more attorneys under her or him to assist the assignee in carrying out her or his duties hereunder.

The assignor hereby authorizes the assignee to sign the name of the assignor to any check, draft, promissory note, or other instrument in writing which is payable to the order of the assignor, or to sign the name of the assignor to any instrument in writing, whenever it shall be necessary to do so, to carry out the purpose of this Assignment.

The assignee hereby accepts the trust created by the assignment, and agrees with the assignor that the assignee will faithfully and without delay carry out her or his duties under the assignment.

Assignor

M. D. Luetgert, Assignee

Assignee

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing assignment was acknowledged by ~~James Gibson, Jr.~~^{6/11/10} this ~~23rd~~^{25th} day of March, for ~~Axiom Worldwide, Inc.~~^{6/11/10} as assignor, and by Michael Luetgert, as assignee, for the purposes therein expressed who is personally known to me or who has produced identification.




Chelsea J. McNabb
Commission # 00598150
Expires: SEP 24, 2010
www.AARONNOTARY.com

Chelsea J. McNabb

Signature of Notary Public

VERIFICATION OF ASSIGNMENT TO ASSIGNEE

The undersigned, James J. Gibson, Jr. of Axiom Worldwide, LLC., hereby, verifies the Assignment (the "Assignment") of all of its rights, title and interest in and to all of its assets, as indicated on attached Schedules to that certain Assignment as filed with this Court on or about March 23rd 2010 and further verifies each of the facts set forth in the Schedules annexed to the Assignment to the best of my knowledge and belief.

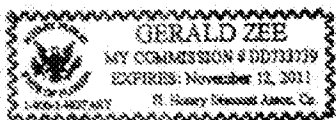

Axiom Worldwide, LLC. By
James J. Gibson, Jr. *JJG* & *CGJ*

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

THE FOREGOING INSTRUMENT was acknowledged before me this 23 day
of March, 2010 by James who is personally known to me.
Gibson


Notary Public, State of Florida

Gerald Zee
Notary Name Printed
My Commission Expires: 11-12-11



OATH OF ASSIGNOR

KNOW ALL MEN BY THESE PRESENTS, that Axiom Worldwide LLC, a Florida Limited Liability corporation, doing business in Hillsborough, Florida, has executed an Assignment for the Benefit of Creditors ("Assignment") and that the true intention of the Assignment is to place in the hands of its Assignee all of its property of every description, except such property as is exempt by law from forced sale, to be divided among the creditors in proportion to their respective demands and legal right. Assignor asserts that it has obtained all necessary authority to file this Assignment.

Witnesses:

Diane L. Levesque
[signature]

Diane L. Levesque
[type or print name]



By: JAMES S. GIBBON JR
AG Axiom's, President and CEO
authorized agent of AXIOM WORLDWIDE

[signature]

[type or print name]

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

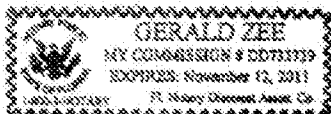
BEFORE ME, the undersigned authority, duly authorized to take acknowledgments and administer oaths, personally appeared _____, President of Axiom, as assignor, who is personally known to me and who did take an oath for the purpose therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid on March 23, 2010.

Gerald Zee
Notary Public

Gerald Zee
Printed

My commission expires: 11-12-2011



ACCEPTANCE OF ASSIGNMENT

Michael Luetgert, as Assignee, under that certain Assignment by Axiom Worldwide LLC, with its principal place of business at 5002F and 5002A West Linebaugh Ave, Tampa FL 33624, of all of its right, title and interest to all of its assets filed with this Court on March 25, 2010, hereby reaffirms his prior acceptance of the trust created by such Assignment and agrees with the Assignor that the Assignee will faithfully and without delay carry out his duties under the Assignment.

Michael Luetgert

M. Luetgert, as Assignee
ASSIGNEE

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

SWORN TO AND SUBSCRIBED in my presence this ^{25th}~~27th~~ day of March, 2010 by James J. Gibson Jr. who is personally known to me.



Chelsea J. McNabb
Commission #00888150
Expires: SEP 24, 2010
www.AASONOTARY.com

Chelsea J. McNabb
Notary Public, State of Florida
Print Name: Chelsea J. McNabb
My Commission Expires: Sept. 24, 2010

SCHEDULE A - CREDITOR LIST

1. List all secured creditors showing:

Name	Address	Amount	Collateral	Whether or not Disputed
Progress Bank	5537 Sheldon Road Tampa, FL 33615-3167	\$4,000,000	None	

2. List all wages owed showing:

Name	Address	Amount	Whether or not Disputed
None			

3. Consumer deposits:

Name	Address	Amount	Whether or not Disputed
Aware of None			

4. List all taxes owed showing:

Name	Address	Amount	Whether or not Disputed
Florida Department of Revenue	6302 E Martin Luther King Blvd Ste 100 Tampa, FL 33619	\$226,512.06	Disputed
Florida Department of Revenue	6302 E Martin Luther King Blvd Ste 100 Tampa, FL 33619	2,197,502.50	Disputed

5. List all unsecured claims showing:

Name	Address	Amount	Whether or not Disputed
See Exhibit II	5002 F and 5004A West Linebaugh Ave Tampa, FL 33624	\$5,206,261.03	Not Disputed

6. List of all Owners or Shareholders showing:

Name	Address	Percent of Ownership
James Gibson	5002F and 5004A West Linebaugh Ave Tampa, FL 33624	50%
Nicholas Exharos	Unknown	50%

7. List all pending litigation and opposing counsel of records:

Style	Parties	Opposing Counsel of Record

SCHEDULE B - LIST OF ASSETS

I. NON-EXEMPT PROPERTY

I. Real Property (Including Leasehold Interests)		
Description	Location	Liquidation Value
Aware of none		

2. Fixtures and Furniture		
Description	Location	Liquidation Value
Axiom Offices -- see exhibit C	5002 F West Linebaugh Ave Tampa, FL 33624	Approx. \$6,760.00
Axiom Office -- see exhibit D	5004 A West Linebaugh Ave Tampa, FL 33624	Approx. \$2,160.00

3. Cash and Bank Accounts		
Description	Location	Liquidation Value
Axiom Operating Account ..8088	13944 North Dale Mabry Highway, Tampa FL 333624	(\$1,659.37)
Axiom Business Money Market8169	13944 North Dale Mabry Highway, Tampa FL 333624	(\$28.43)

4. Inventory		
Description	Location	Liquidation Value
See Attached Exhibit A	5004A West Linebaugh Ave Tampa, FL 33624	Approx. \$300,000
See Attached Exhibit B	United Mini Storage 5002 --D West Linebaugh Tampa, FL 33624 Units #32,30,34,36,88,93,94,68,69	Approx. \$9,200.00

5. Accounts Receivable		
Description	Location	Liquidation Value
See Attached Exhibit G	5002 F West Linebaugh Ave Tampa, FL 33624	Approx. \$254,000

6. Equipment		
Description	Location	Liquidation Value
See attached exhibit E	5002 F West Linebaugh Ave Tampa, FL 33624	Approx. \$9,278.00
See attached exhibit F	5004 A West Linebaugh Ave Tampa, FL 33624	Approx. \$14,975
2002 Ford 24 foot truck	1HTMMAAM32H526692	Approx. \$25,000

7. Prepaid Expenses, including Deposits, Insurance, Rents and Utilities		
Description	Location	Liquidation Value

Aware of none		
---------------	--	--

8. Other Property, including Loans to Third Parties, Claims and Causes of Action		
Description	Location	Liquidation Value
Aware of none		

9. Leasehold Interests		
Description	Location	Liquidation Value
Aware of none		

10. Intellectual Property: patents, trademarks		
Description	Location	Liquidation Value

II. EXEMPT PROPERTY

Description	Location	Liquidation Value
Aware of none		

**Axiom Worldwide, Inc
Axiom Worldwide, LLC**

Lawsuit Exhibit*

*Disclaimer - This list is compromised to the best of our knowledge and may not be comprehensive

IN THE CIRCUIT COURT OF THE THIRTEENTH JUDICIAL CIRCUIT, IN AND FOR
HILLSBOROUGH COUNTY, FLORIDA
CIVIL DIVISION
CASE NO.: 09-29033
DIVISION: H

STATE OF FLORIDA,
DEPARTMENT OF LEGAL AFFAIRS,
OFFICE OF THE ATTORNEY GENERAL,
Plaintiffs,

vs

AXIOM WORLDWIDE, INC.,
AXIOM WORLDWIDE, L.L.C.;

Julia A. Harris, Esq.
Senior Assistant Attorney General
Department of Legal Affairs
Concourse Center 4
3507 East Frontage Road, Suite 325
Tampa, Florida 33607
Tel: 813-287-7950
Fax: 813-281-5515

U.S. Bankruptcy Court
Southern District of Texas (Corpus Christi)
Adversary Proceeding #: 07-02035

Assigned to: Richard S. Schmidt
Lead BK Case: 07-20321
Lead BK Title: James R. Spiering
Lead BK Chapter: 13

Demand: \$1000000000

Matthew A. Rosenstein
Attorney at Law
615 North Upper Broadway
Ste. 720
Corpus Christi, TX 78477
361-883-5577
Fax : 361-883-5590
Email: info@lawmar.net

IN THE CIRCUIT COURT OF THE THIRTEENTH
JUDICIAL CIRCUIT, IN AND FOR HILLSBOROUGH
COUNTY, FLORIDA
CIVIL DIVISION

NORTHWEST VALLEY HEALTH
ASSOCIATES; PREMIER BACK
REHABILITATION CENTER, P.C.;
NORTH COAST CHIROPRACTIC
ACCIDENT & INJURY CENTER, INC.
d/b/a TOLEDO SPINE CARE CENTER;
KEVIN R. SWEENEY; LISA M. HACHEY;
LIVE OAK CHIROPRACTIC, INC.;
LIEBELL CHIROPRACTIC, INC.;
FOGLIA LIEBELL, INC.; and WILSON
CHIROPRACTIC CORP. d/b/a DAVIS SPINE
CENTER,

Plaintiffs,

CASE NO.: 09-010564

vs.

DIVISION: H

AXIOM WORLDWIDE, INC.;
AXIOM WORLDWIDE, LLC;

Daniel F. Pilka, Esq.
Pilka & Associates, P.A.
Post Office Box 3470
Brandon, Florida 33509-3470
Tel: 813-653-3800
Fax: 813-651-0710

U.S. District Court
Northern District of Georgia (Atlanta)
CIVIL DOCKET FOR CASE #: 1:06-cv-01678-JEC

North American Medical Corporation et al v. Axiom Worldwide, Inc. et al

Stephen Melvin Dorvee
Arnall Golden & Gregory - Atlanta
Suite 2100
171 17th Street, NW
Atlanta, GA 30363-1031
404-873-8680
Email: stephen.dorvee@agg.com

James E. Gilson
Casey Gilson, P.C.
Six Concourse Parkway
Suite 2200
Atlanta, GA 30328
770-512-0300
Fax: 770-512-0070
Email: jgilson@caseygilson.com

U.S. District Court
Western District of Missouri (Jefferson City)
CIVIL DOCKET FOR CASE #: 2:07-cv-04178-NKL
Lang v. Axiom Worldwide Inc.

Wally Bley
Bley Law Firm, PC
Woodrail Centre, 1000 West Nifong
Building 4, Suite 200
Columbia, MO 65203
(573) 443-8385
Fax: (573) 443-8395
Email: wbley@socket.net

SUPERIOR COURT OF NEW JERSEY
MONMOUTH COUNTY
LAW DIVISION

DOCKET NO. MON-L-2387-08

ROBERT BIZZOZERO,

Plaintiff,

vs.

TOTAL CARE CHIROPRACTIC & REHAB, P.C., JOHN DOES 1-10, ABC CORPS. 1-10 (fictitious names), GIULIO CARUSO, D.C., RALPH BONOCORE, D.C., DAVID SILVERBERG, D.C., SHARI COLLINS, D.C., CHARLES FERRANTE, D.C., JOHN DOES 11-20 (fictitious names) AXIOM WORLDWIDE, JOHN DOES 21-30, ABC CORPS. 21-30 (fictitious names)

United States District Court, District of New Jersey
Martin Luther King Courthouse
50 Walnut Street, Room 2060
Newark, NJ 07101

Re: Newman v. Axiom Worldwide, et al.
Docket No.: 06CV5564

**MARLENE NEWMAN and JOEL NEWMAN, her
husband**

Plaintiffs

-against-

**AXIOM WORLDWIDE, JOHN DOE and ABC
CORPORATION, said names being fictitious and
unknown and used to connote singular and plural person
or entities**

Steven A. Varano, Esq.
10 Furler Street
P.O. Box 187
Totowa, NJ 07512

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF KINGS

MICHELLE FEINMAN,
08

INDEX NO.: 2323-

Plaintiff,

-against-

AXIOM WORLDWIDE, INC.,
MARC FELDERSTEIN, D.C.,
MARC FELDERSTEIN, DC, P.C.,
DR. FELDERSTEIN CHIROPRACTIC, D.C. P.C.,
DR. FELDERSTEIN, DC, P.C.,
MARINE PARK SPINE CARE DC, P.C.,
LEONARD PENACERRADA, M.D.,
DOUGLAS COHEN, M.D.,
BETH ISRAEL MEDICAL CENTER, and
ST. LUKE'S-ROOSEVELT HOSPITAL CENTER

LAW FIRM OF JONATHAN C. REITER
JONATHAN C. REITER, ESQ.
350 Fifth Avenue, Suite 2811
New York, New York 10118
(212) 736-0979

U.S. District Court
Middle District of Florida (Tampa)
CIVIL DOCKET FOR CASE #: 8:09-mc-00111-JSM-EAJ

GM Nameplate, Inc. v. Axiom Worldwide, LLC

Lawrence Cook
Cable, Langenbach, Kinerk & Bauer LLP
1000 Second Avenue, Suite 3500
Seattle, WA 98104

Amy J. Winarsky
Marcadis & Associates, PA
5104 S Westshore Blvd
Tampa, FL 33611-5650
813/288-1881

U.S. District Court
Middle District of Florida (Tampa)
CIVIL DOCKET FOR CASE #: 8:06-cv-01790-VMC-EAJ

Hako-Med USA, Inc. v. Axiom Worldwide, Inc. et al

Craig M. Rappel
Rappel Health Law Group, PL
Suite A-210
1515 Indian River Blvd
Vero Beach, FL 32960
772/778-8885

Axion Worldwide, LLC
Inventory Valuation Summary

Part #	Description	Asset Account	Tag	Qty	Asset Value	Cost
9000	Shipping Fee	Debit		39.00	\$ 4,174.46	\$ 4,174.46
9001	Post-Label Lines	Debit		413.00	\$ 2,207.50	\$ 2,207.50
9002	Label Blank Print	Debit		10,000.00	\$ 1,893.93	\$ 1,893.93
9003	Label Blank Print	Debit		10,000.00	\$ 1,529.25	\$ 1,529.25
9004	Label Blank Print	Debit		10,000.00	\$ 1,328.70	\$ 1,328.70
9005	Label Blank Print	Debit		10,000.00	\$ 1,427.29	\$ 1,427.29
9006	Label Blank Print	Debit		10,000.00	\$ 1,427.59	\$ 1,427.59
9007	Label Blank Print	Debit		7.00	\$ 1,245.77	\$ 1,245.77
9008	Label Blank Print	Debit		7.00	\$ 1,146.11	\$ 1,146.11
9009	Label Blank Print	Debit		210.00	\$ 2,281.60	\$ 2,281.60
9010	Label Blank Print	Debit		210.00	\$ 2,384.90	\$ 2,384.90
9011	Label Blank Print	Debit		4.00	\$ 866.40	\$ 866.40
9012	Label Blank Print	Debit		5.00	\$ 1,100.00	\$ 1,100.00
9013	Label Blank Print	Debit		5.00	\$ 1,451.00	\$ 1,451.00
9014	Label Blank Print	Debit		5.00	\$ 1,811.00	\$ 1,811.00
9015	Label Blank Print	Debit		5.00	\$ 2,171.00	\$ 2,171.00
9016	Label Blank Print	Debit		5.00	\$ 2,531.00	\$ 2,531.00
9017	Label Blank Print	Debit		5.00	\$ 2,891.00	\$ 2,891.00
9018	Label Blank Print	Debit		5.00	\$ 3,251.00	\$ 3,251.00
9019	Label Blank Print	Debit		5.00	\$ 3,611.00	\$ 3,611.00
9020	Label Blank Print	Debit		5.00	\$ 3,971.00	\$ 3,971.00
9021	Label Blank Print	Debit		5.00	\$ 4,331.00	\$ 4,331.00
9022	Label Blank Print	Debit		5.00	\$ 4,691.00	\$ 4,691.00
9023	Label Blank Print	Debit		5.00	\$ 5,051.00	\$ 5,051.00
9024	Label Blank Print	Debit		5.00	\$ 5,411.00	\$ 5,411.00
9025	Label Blank Print	Debit		5.00	\$ 5,771.00	\$ 5,771.00
9026	Label Blank Print	Debit		5.00	\$ 6,131.00	\$ 6,131.00
9027	Label Blank Print	Debit		5.00	\$ 6,491.00	\$ 6,491.00
9028	Label Blank Print	Debit		5.00	\$ 6,851.00	\$ 6,851.00
9029	Label Blank Print	Debit		5.00	\$ 7,211.00	\$ 7,211.00
9030	Label Blank Print	Debit		5.00	\$ 7,571.00	\$ 7,571.00
9031	Label Blank Print	Debit		5.00	\$ 7,931.00	\$ 7,931.00
9032	Label Blank Print	Debit		5.00	\$ 8,291.00	\$ 8,291.00
9033	Label Blank Print	Debit		5.00	\$ 8,651.00	\$ 8,651.00
9034	Label Blank Print	Debit		5.00	\$ 9,011.00	\$ 9,011.00
9035	Label Blank Print	Debit		5.00	\$ 9,371.00	\$ 9,371.00
9036	Label Blank Print	Debit		5.00	\$ 9,731.00	\$ 9,731.00
9037	Label Blank Print	Debit		5.00	\$ 10,091.00	\$ 10,091.00
9038	Label Blank Print	Debit		5.00	\$ 10,451.00	\$ 10,451.00
9039	Label Blank Print	Debit		5.00	\$ 10,811.00	\$ 10,811.00
9040	Label Blank Print	Debit		5.00	\$ 11,171.00	\$ 11,171.00
9041	Label Blank Print	Debit		5.00	\$ 11,531.00	\$ 11,531.00
9042	Label Blank Print	Debit		5.00	\$ 11,891.00	\$ 11,891.00
9043	Label Blank Print	Debit		5.00	\$ 12,251.00	\$ 12,251.00
9044	Label Blank Print	Debit		5.00	\$ 12,611.00	\$ 12,611.00
9045	Label Blank Print	Debit		5.00	\$ 12,971.00	\$ 12,971.00
9046	Label Blank Print	Debit		5.00	\$ 13,331.00	\$ 13,331.00
9047	Label Blank Print	Debit		5.00	\$ 13,691.00	\$ 13,691.00
9048	Label Blank Print	Debit		5.00	\$ 14,051.00	\$ 14,051.00
9049	Label Blank Print	Debit		5.00	\$ 14,411.00	\$ 14,411.00
9050	Label Blank Print	Debit		5.00	\$ 14,771.00	\$ 14,771.00
9051	Label Blank Print	Debit		5.00	\$ 15,131.00	\$ 15,131.00
9052	Label Blank Print	Debit		5.00	\$ 15,491.00	\$ 15,491.00
9053	Label Blank Print	Debit		5.00	\$ 15,851.00	\$ 15,851.00
9054	Label Blank Print	Debit		5.00	\$ 16,211.00	\$ 16,211.00
9055	Label Blank Print	Debit		5.00	\$ 16,571.00	\$ 16,571.00
9056	Label Blank Print	Debit		5.00	\$ 16,931.00	\$ 16,931.00
9057	Label Blank Print	Debit		5.00	\$ 17,291.00	\$ 17,291.00
9058	Label Blank Print	Debit		5.00	\$ 17,651.00	\$ 17,651.00
9059	Label Blank Print	Debit		5.00	\$ 18,011.00	\$ 18,011.00
9060	Label Blank Print	Debit		5.00	\$ 18,371.00	\$ 18,371.00
9061	Label Blank Print	Debit		5.00	\$ 18,731.00	\$ 18,731.00
9062	Label Blank Print	Debit		5.00	\$ 19,091.00	\$ 19,091.00
9063	Label Blank Print	Debit		5.00	\$ 19,451.00	\$ 19,451.00
9064	Label Blank Print	Debit		5.00	\$ 19,811.00	\$ 19,811.00
9065	Label Blank Print	Debit		5.00	\$ 20,171.00	\$ 20,171.00
9066	Label Blank Print	Debit		5.00	\$ 20,531.00	\$ 20,531.00
9067	Label Blank Print	Debit		5.00	\$ 20,891.00	\$ 20,891.00
9068	Label Blank Print	Debit		5.00	\$ 21,251.00	\$ 21,251.00
9069	Label Blank Print	Debit		5.00	\$ 21,611.00	\$ 21,611.00
9070	Label Blank Print	Debit		5.00	\$ 21,971.00	\$ 21,971.00
9071	Label Blank Print	Debit		5.00	\$ 22,331.00	\$ 22,331.00
9072	Label Blank Print	Debit		5.00	\$ 22,691.00	\$ 22,691.00
9073	Label Blank Print	Debit		5.00	\$ 23,051.00	\$ 23,051.00
9074	Label Blank Print	Debit		5.00	\$ 23,411.00	\$ 23,411.00
9075	Label Blank Print	Debit		5.00	\$ 23,771.00	\$ 23,771.00
9076	Label Blank Print	Debit		5.00	\$ 24,131.00	\$ 24,131.00
9077	Label Blank Print	Debit		5.00	\$ 24,491.00	\$ 24,491.00
9078	Label Blank Print	Debit		5.00	\$ 24,851.00	\$ 24,851.00
9079	Label Blank Print	Debit		5.00	\$ 25,211.00	\$ 25,211.00
9080	Label Blank Print	Debit		5.00	\$ 25,571.00	\$ 25,571.00
9081	Label Blank Print	Debit		5.00	\$ 25,931.00	\$ 25,931.00
9082	Label Blank Print	Debit		5.00	\$ 26,291.00	\$ 26,291.00
9083	Label Blank Print	Debit		5.00	\$ 26,651.00	\$ 26,651.00
9084	Label Blank Print	Debit		5.00	\$ 27,011.00	\$ 27,011.00
9085	Label Blank Print	Debit		5.00	\$ 27,371.00	\$ 27,371.00
9086	Label Blank Print	Debit		5.00	\$ 27,731.00	\$ 27,731.00
9087	Label Blank Print	Debit		5.00	\$ 28,091.00	\$ 28,091.00
9088	Label Blank Print	Debit		5.00	\$ 28,451.00	\$ 28,451.00
9089	Label Blank Print	Debit		5.00	\$ 28,811.00	\$ 28,811.00
9090	Label Blank Print	Debit		5.00	\$ 29,171.00	\$ 29,171.00
9091	Label Blank Print	Debit		5.00	\$ 29,531.00	\$ 29,531.00
9092	Label Blank Print	Debit		5.00	\$ 29,891.00	\$ 29,891.00
9093	Label Blank Print	Debit		5.00	\$ 30,251.00	\$ 30,251.00
9094	Label Blank Print	Debit		5.00	\$ 30,611.00	\$ 30,611.00
9095	Label Blank Print	Debit		5.00	\$ 30,971.00	\$ 30,971.00
9096	Label Blank Print	Debit		5.00	\$ 31,331.00	\$ 31,331.00
9097	Label Blank Print	Debit		5.00	\$ 31,691.00	\$ 31,691.00
9098	Label Blank Print	Debit		5.00	\$ 32,051.00	\$ 32,051.00
9099	Label Blank Print	Debit		5.00	\$ 32,411.00	\$ 32,411.00
9100	Label Blank Print	Debit		5.00	\$ 32,771.00	\$ 32,771.00
9101	Label Blank Print	Debit		5.00	\$ 33,131.00	\$ 33,131.00
9102	Label Blank Print	Debit		5.00	\$ 33,491.00	\$ 33,491.00
9103	Label Blank Print	Debit		5.00	\$ 33,851.00	\$ 33,851.00
9104	Label Blank Print	Debit		5.00	\$ 34,211.00	\$ 34,211.00
9105	Label Blank Print	Debit		5.00	\$ 34,571.00	\$ 34,571.00
9106	Label Blank Print	Debit		5.00	\$ 34,931.00	\$ 34,931.00
9107	Label Blank Print	Debit		5.00	\$ 35,291.00	\$ 35,291.00
9108	Label Blank Print	Debit		5.00	\$ 35,651.00	\$ 35,651.00
9109	Label Blank Print	Debit		5.00	\$ 36,011.00	\$ 36,011.00
9110	Label Blank Print	Debit		5.00	\$ 36,371.00	\$ 36,371.00
9111	Label Blank Print	Debit		5.00	\$ 36,731.00	\$ 36,731.00
9112	Label Blank Print	Debit		5.00	\$ 37,091.00	\$ 37,091.00
9113	Label Blank Print	Debit		5.00	\$ 37,451.00	\$ 37,451.00
9114	Label Blank Print	Debit		5.00	\$ 37,811.00	\$ 37,811.00
9115	Label Blank Print	Debit		5.00	\$ 38,171.00	\$ 38,171.00
9116	Label Blank Print	Debit		5.00	\$ 38,531.00	\$ 38,531.00
9117	Label Blank Print	Debit		5.00	\$ 38,891.00	\$ 38,891.00
9118	Label Blank Print	Debit		5.00	\$ 39,251.00	\$ 39,251.00
9119	Label Blank Print	Debit		5.00	\$ 39,611.00	\$ 39,611.00
9120	Label Blank Print	Debit		5.00	\$ 39,971.00	\$ 39,971.00
9121	Label Blank Print	Debit		5.00	\$ 40,331.00	\$ 40,331.00
9122	Label Blank Print	Debit		5.00	\$ 40,691.00	\$ 40,691.00
9123	Label Blank Print	Debit		5.00	\$ 41,051.00	\$ 41,051.00
9124	Label Blank Print	Debit		5.00	\$ 41,411.00	\$ 41,411.00
9125	Label Blank Print	Debit		5.00	\$ 41,771.00	\$ 41,771.00
9126	Label Blank Print	Debit		5.00	\$ 42,131.00	\$ 42,131.00
9127	Label Blank Print	Debit		5.00	\$ 42,491.00	\$ 42,491.00
9128	Label Blank Print	Debit		5.00	\$ 42,851.00	\$ 42,851.00
9129	Label Blank Print	Debit		5.00	\$ 43,211.00	\$ 43,211.00
9130	Label Blank Print	Debit		5.00	\$ 43,571.00	\$ 43,571.00
9131	Label Blank Print	Debit		5.00	\$ 43,931.00	\$ 43,931.00
9132	Label Blank Print	Debit		5.00	\$ 44,291.00	\$ 44,291.00
9133	Label Blank Print	Debit		5.00	\$ 44,651.00	\$ 44,651.00
9134	Label Blank Print	Debit		5.00	\$ 45,011.00	\$ 45,011.00
9135	Label Blank Print	Debit		5.00	\$ 45,371.00	\$ 45,371.00
9136	Label Blank Print	Debit		5.00	\$ 45,731.00	\$ 45,731.00
9137	Label Blank Print	Debit		5.00	\$ 46,091.00	\$ 46,091.00
9138	Label Blank Print	Debit		5.00	\$ 46,451.00	\$ 46,451.00
9139	Label Blank Print	Debit		5.00	\$ 46,811.00	\$ 46,811.00
9140	Label Blank Print	Debit		5.00	\$ 47,171.00	\$ 47,171.00
9141	Label Blank Print	Debit		5.00	\$ 47,531.00	\$ 47,531.00
9142	Label Blank Print	Debit		5.00	\$ 47,891.00	\$ 47,891.00
9143	Label Blank Print	Debit		5.00	\$ 48,251.00	\$ 48,251.00
9144	Label Blank Print	Debit		5.00	\$ 48,611.00	\$ 48,611.00
9145	Label Blank Print	Debit		5.00	\$ 48,971.00	\$ 48,971.00
9146	Label Blank Print	Debit		5.00	\$ 49,331.00	\$ 49,331.00
9147	Label Blank Print	Debit		5.00	\$ 49,691.00	\$ 49,691.00
9148	Label Blank Print	Debit		5.00	\$ 50,051.00	\$ 50,051.00
9149	Label Blank Print	Debit		5.00	\$ 50,411.00	\$ 50,411.00
9150	Label Blank Print	Debit		5.00	\$ 50,771.00	\$ 50,771.00
9151	Label Blank Print	Debit		5.00		

Axson Worldwide, LLC.
Inventory Valuation Summary

Part #	Description	Asset Account	Tag	Qty	Asset Value	Cost
5084	5-193-11 Sawyer Small Travel System	Debit	704	31 ea	\$ 4.00	\$ 4.00
				Location Total:	\$ 4.00	\$ 4.00
5085	5-20-40 Garden Edge Youth Sprayer	Debit	621	22 ea	\$ 1,200.00	\$ 1,170.00
				Location Total:	\$ 1,200.00	\$ 1,170.00
5086	5-40-008 Polar PC Printer, 500dpi	Debit	621	1 ea	\$ 991.45	\$ 1,100.00
				Location Total:	\$ 991.45	\$ 1,100.00
5087	5-11-012-001 Sawyer for Home X-Tools 17 position trimmer	Debit	704	30 ea	\$ 3.00	\$ 3.00
				Location Total:	\$ 3.00	\$ 3.00
5088	5-10-005 A. Carlson Compressor	Debit	684	1 ea	\$ 4.00	\$ 4.00
				Location Total:	\$ 4.00	\$ 4.00
5089	5-10-005-2 M. Sato Audio Converter, 2	Debit	521	2 ea	\$ 100.00	\$ 100.00
				Location Total:	\$ 100.00	\$ 100.00
5090	5-40-008 1000 Watt 2000W 200 Amp	Debit	705	2 ea	\$ 1.00	\$ 1.00
				Location Total:	\$ 1.00	\$ 1.00
5091	5-40-008 3 position plug	Debit	702	30 ea	\$ 0.30	\$ 0.30
				Location Total:	\$ 0.30	\$ 0.30
5092	5-40-001 Polar PC Printer	Debit	621	2 ea	\$ 1,000.00	\$ 1,000.00
				Location Total:	\$ 1,000.00	\$ 1,000.00
5093	5-11-012 Polar PC Printer	Debit	703	37 ea	\$ 200.00	\$ 200.00
				Location Total:	\$ 200.00	\$ 200.00

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Axson Worldwide, LLC.
Inventory Valuation Summary

Part #	Description	Asset Account	Tag	Qty	Asset Value	Cost
5094	5-11-012 5 post 3 speed 17" chains	Debit	608	42 ea	\$ 0.00	\$ 0.00
				Location Total:	\$ 0.00	\$ 0.00
5095	5-11-008 7 position 17" single chain	Debit	608	3 ea	\$ 0.00	\$ 0.00
				Location Total:	\$ 0.00	\$ 0.00
5096	5-10-005 7 position 17" chain	Debit	602	2 ea	\$ 0.00	\$ 0.00
				Location Total:	\$ 0.00	\$ 0.00
5097	5-11-012 M. S. 7 speed 1000W 100V	Debit	621	2 ea	\$ 0.00	\$ 0.00
				Location Total:	\$ 0.00	\$ 0.00
5098	5-11-012 M. S. 7 speed 1000W 100V	Debit	621	2 ea	\$ 0.00	\$ 0.00
				Location Total:	\$ 0.00	\$ 0.00
5099	5-11-012 M. S. 7 speed 1000W 100V	Debit	621	2 ea	\$ 0.00	\$ 0.00
				Location Total:	\$ 0.00	\$ 0.00
5100	5-11-012 M. S. 7 speed 1000W 100V	Debit	621	2 ea	\$ 0.00	\$ 0.00
				Location Total:	\$ 0.00	\$ 0.00
5101	5-11-012 M. S. 7 speed 1000W 100V	Debit	621	2 ea	\$ 0.00	\$ 0.00
				Location Total:	\$ 0.00	\$ 0.00

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Axson Worldwide, LLC.
Inventory Valuation Summary

Part #	Description	Asset Account	Tag	Qty	Asset Value	Cost
5102	5-11-012 3.5 speed 1000W 100V 100V	Debit	702	31 ea	\$ 400.00	\$ 360.00
				Location Total:	\$ 400.00	\$ 360.00
5103	5-11-012 3.5 speed 1000W 100V 100V	Debit	702	31 ea	\$ 400.00	\$ 360.00
				Location Total:	\$ 400.00	\$ 360.00
5104	5-11-012 3.5 speed 1000W 100V 100V	Debit	702	31 ea	\$ 400.00	\$ 360.00
				Location Total:	\$ 400.00	\$ 360.00
5105	5-11-012 3.5 speed 1000W 100V 100V	Debit	702	31 ea	\$ 400.00	\$ 360.00
				Location Total:	\$ 400.00	\$ 360.00
5106	5-11-012 3.5 speed 1000W 100V 100V	Debit	702	31 ea	\$ 400.00	\$ 360.00
				Location Total:	\$ 400.00	\$ 360.00
5107	5-11-012 3.5 speed 1000W 100V 100V	Debit	702	31 ea	\$ 400.00	\$ 360.00
				Location Total:	\$ 400.00	\$ 360.00
5108	5-11-012 3.5 speed 1000W 100V 100V	Debit	702	31 ea	\$ 400.00	\$ 360.00
				Location Total:	\$ 400.00	\$ 360.00
5109	5-11-012 3.5 speed 1000W 100V 100V	Debit	702	31 ea	\$ 400.00	\$ 360.00
				Location Total:	\$ 400.00	\$ 360.00
5110	5-11-012 3.5 speed 1000W 100V 100V	Debit	702	31 ea	\$ 400.00	\$ 360.00
				Location Total:	\$ 400.00	\$ 360.00

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Axson Worldwide, LLC.
Inventory Valuation Summary

Part #	Description	Asset Account	Tag	Qty	Asset Value	Cost
5111	5-11-012 3.5 speed 1000W 100V 100V	Debit	702	31 ea	\$ 400.00	\$ 360.00
				Location Total:	\$ 400.00	\$ 360.00
5112	5-11-012 3.5 speed 1000W 100V 100V	Debit	702	31 ea	\$ 400.00	\$ 360.00
				Location Total:	\$ 400.00	\$ 360.00
5113	5-11-012 3.5 speed 1000W 100V 100V	Debit	702	31 ea	\$ 400.00	\$ 360.00
				Location Total:	\$ 400.00	\$ 360.00
5114	5-11-012 3.5 speed 1000W 100V 100V	Debit	702	31 ea	\$ 400.00	\$ 360.00
				Location Total:	\$ 400.00	\$ 360.00
5115	5-11-012 3.5 speed 1000W 100V 100V	Debit	702	31 ea	\$ 400.00	\$ 360.00
				Location Total:	\$ 400.00	\$ 360.00
5116	5-11-012 3.5 speed 1000W 100V 100V	Debit	702	31 ea	\$ 400.00	\$ 360.00
				Location Total:	\$ 400.00	\$ 360.00
5117	5-11-012 3.5 speed 1000W 100V 100V	Debit	702	31 ea	\$ 400.00	\$ 360.00
				Location Total:	\$ 400.00	\$ 360.00
5118	5-11-012 3.5 speed 1000W 100V 100V	Debit	702	31 ea	\$ 400.00	\$ 360.00
				Location Total:	\$ 400.00	\$ 360.00
5119	5-11-012 3.5 speed 1000W 100V 100V	Debit	702	31 ea	\$ 400.00	\$ 360.00
				Location Total:	\$ 400.00	\$ 360.00
5120	5-11-012 3.5 speed 1000W 100V 100V	Debit	702	31 ea	\$ 400.00	\$ 360.00
				Location Total:	\$ 400.00	\$ 360.00

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Axion Worldwide, LLC
Inventory Valuation Summary

Part #	Description	Asset Account	Tag	Qty	Asset Value	Cost
7801					\$ 1,246	\$ 1,246
7802					\$ 1,246	\$ 1,246
7803					\$ 1,246	\$ 1,246
7804					\$ 1,246	\$ 1,246
7805					\$ 1,246	\$ 1,246
7806					\$ 1,246	\$ 1,246
7807					\$ 1,246	\$ 1,246
7808					\$ 1,246	\$ 1,246
7809					\$ 1,246	\$ 1,246
7810					\$ 1,246	\$ 1,246
7811					\$ 1,246	\$ 1,246
7812					\$ 1,246	\$ 1,246
7813					\$ 1,246	\$ 1,246
7814					\$ 1,246	\$ 1,246
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7816					\$ 1,246	\$ 1,246
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7818					\$ 1,246	\$ 1,246
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7961					\$ 1,246	\$ 1,246
7962					\$ 1,246	\$ 1,246
7963					\$ 1,246	\$ 1,246
7964					\$ 1,246	\$ 1,246
7965					\$ 1,246	\$ 1,246
7966					\$ 1,246	\$ 1,246
7967					\$ 1,246	\$ 1,246
7968					\$ 1,246	\$ 1,246
7969					\$ 1,246	\$ 1,246
7970					\$ 1,246	\$ 1,246
7971					\$ 1,246	\$ 1,246
7972					\$ 1,246	\$ 1,246
7973					\$ 1,246	\$ 1,246
7974					\$ 1,246	\$ 1,246
7975					\$ 1,246	\$ 1,246
7976					\$ 1,246	\$ 1,246
7977					\$ 1,246	\$ 1,246
7978					\$ 1,246	\$ 1,246
7979					\$ 1,246	\$ 1,246
7980					\$ 1,246	\$ 1,246
7981					\$ 1,246	\$ 1,246
7982					\$ 1,246	\$ 1,246
7983					\$ 1,246	\$ 1,246
7984					\$ 1,246	\$ 1,246
7985					\$ 1,246	\$ 1,246
7986					\$ 1,246	\$ 1,246
7987					\$ 1,246	\$ 1,246
7988					\$ 1,246	\$ 1,246
7989					\$ 1,246	\$ 1,246
7990					\$ 1,246	\$ 1,246
7991					\$ 1,246	\$ 1,246
7992					\$ 1,246	\$ 1,246
7993					\$ 1,246	\$ 1,246
7994					\$ 1,246	\$ 1,246
7995					\$ 1,246	\$ 1,246
7996					\$ 1,246	\$ 1,246
7997					\$ 1,246	\$ 1,246
7998					\$ 1,246	\$ 1,246
7999					\$ 1,246	\$ 1,246
8000					\$ 1,246	\$ 1,246

Exhibit B

Storage facility

Storage 32	7	Desk chairs	
	3	4 drawer files cabinets	
	10	Stack Chairs	
	42	Stack plush chairs	
	8	Cherry Desk w/hutch	
		Approx. Value	\$1,000.00
Storage 30		Documents	\$0.00
Storage #34	2	Travel cases for show equip.	
	10	Steel shelving units	
	1	Pallet of rack shelving	
		Medical equipment - Slim Units	
	3	Folding Conference Tables	\$500.00
Storage #36		Misc. Inventory	Included in overall inventory costs
Storage #88		Leather coach & Chair set	
	2	Lab benches	
	2	receptionists desks	
	2	book shelf	
	5	cherry wood desks	
	2	office desks	
		Approx. Value	\$1,000.00
Storage #93	2	EPS Carts	
	3	Large Safe	\$2,400.00
	6	Bone Densitometer	
	100	Palvic Harness	
		Approx Value	\$3,000.00
Storage #94		Packing material	
	2	metal flat bed carts	
		Approx Value	\$300.00
Storage #99		Large cherry conference table	
		(8) Conference Room Chairs	
		Drawer slide inventory	
		Approx. Value	\$1,000.00
			\$9,200.00

Exhibit C

5004 West Linebaugh Furniture and Fixtures

49	Industrial Shelves	\$5,000.00
5	Office desks	\$375.00
8	Office Chairs	\$100.00
1	Refrig	\$100.00
1	Microwave	\$25.00
7	Industrial Benches	\$1,000.00
1	small wood cabinet	\$36.00
1	folding table w/chairs	\$50.00
3	file cabinets	\$75.00
Approx Value		\$6,760.00

Exhibit D

5002 F West Linebaugh Furniture

Furniture and Fixtures

2	Cherry wood desks	\$300.00
3	Office Desks	\$200.00
9	Book shelves	\$315.00
6	Desk chairs	\$120.00
35	File cabinets	\$1,225.00

	Approx. Value	\$2,160.00
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Exhibit E

5002 F West Linebaugh Ave

Equipment

1	Ricoh Aficio 2060 Copier	\$4,000.00
2	Visioneer 9450 USB Scanner	\$50.00
3	Optiplex 740 Computer Assembly	\$200.00
4	Brother Intellifax 4100e	\$99.00
5	HP Laserjet 1160	\$99.00
6	Compaq Evo Computer Assembly	\$200.00
7	Brother Intellifax 4100e	\$125.00
8	Asus Server Assy.	\$1,000.00
9	Linksys Nraus 4400 Wireless Router	\$75.00
10	Linksys Etherfast 4124 switch	\$70.00
11	Powerware UPS	\$100.00
12	Chip Tech Computer Assy	\$50.00
13	NEC phones	\$150.00
14	NEC Neax 2000 IPS Phone System	\$3,000.00
15	Symphonic 19" TV	\$60.00
	Approx. Value	\$9,278.00

Exhibit F

5004 A West Linebaugh Ave

Equipment

1	Chip tech pc	\$75.00
2	Chip tech pc	\$75.00
3	Chip tech pc	\$75.00
4	Dell Dimension 4700	\$150.00
5	NEC 80-1 phone (4)	\$900.00
6	NEC DTP -8-1- phone (2)	\$150.00
7	Omni Tech All in one PC	\$200.00
9	17" Monitors (4)	\$200.00
10	HP Deskjet 5740 (7)	\$175.00
11	NEC phones (8)	\$1,200.00
12	Brother Intellifax 4100	\$100.00
13	Computer Software	
	Netopra Router	\$100.00
	Linksys 24 port switch (2)	\$150.00
	Focus Projector	\$200.00
	Various computer software	\$5,000.00
14	NEC Phones (18)	\$2,250.00
15	Powerware UPS (4)	\$400.00
16	Computer VAC	\$150.00
17	Belkin 1100 VA UPS (7)	\$625.00
18	Linksys 24 port switch	\$75.00
19	Dell Dimension 4600 Assy	\$200.00
20	16" AOC Monitor	\$25.00
21	HP Deskjet 5740	\$25.00
22	Chip tech pc Assy	\$100.00
23	PC Assy	\$100.00
24	Epson Printer	\$70.00
25	HP 5500 Scanner	\$70.00
26	Dell 17" Monitor	\$75.00
27	Dell Optiplex 740 Comp. Assy	\$250.00
28	Dell Optiplex 740 Comp. Assy	\$250.00
29	NEC Phones (11) all over	\$1,375.00
30	Shuttle PC Assembly	\$175.00
31	Chip Tech Ass	\$100.00
		\$14,985.00

Exhibit G Axiom Account Receivable

	<u>Current</u>	<u>1 - 30</u>	<u>31 - 60</u>	<u>61 - 90</u>	<u>> 90</u>	<u>TOTAL</u>
Ahendroth, John	0.00	0.00	0.00	0.00	0.00	0.00
Akcol Medical Products	0.00	0.00	8,875.52	519.88	0.00	7,395.30
Alepa, Chris	0.00	0.00	0.00	0.00	8,000.00	8,000.00
Alshakh, Mohamed	0.00	0.00	0.00	0.00	26,651.00	26,651.00
Asimacopoulos, Bill *2488	0.00	-385.25	0.00	0.00	385.25	0.00
Axiom China	0.00	0.00	0.00	0.00	10,039.21	10,039.21
Boeik, Cassidy James *7305	0.00	0.00	0.00	0.00	-0.30	-0.30
Chicago Bears	0.00	0.00	0.00	0.00	4,097.50	4,097.50
Conforti, Carl	0.00	0.00	0.00	0.00	178.88	178.88
Dailey, Ed	0.00	0.00	0.00	0.00	500.00	500.00
Darrow, David	0.00	0.00	0.00	0.00	2,496.64	2,496.64
Day, Craig	0.00	0.00	0.00	0.00	0.00	0.00
Eisenhauer, Terry	2,444.00	0.00	0.00	0.00	-2,444.00	0.00
Exarhos, Tim	0.00	0.00	0.00	0.00	210.00	210.00
Goetz, Chris	0.00	3,884.21	0.00	0.00	0.00	3,884.21
Gordan, Jeremy	0.00	0.00	0.00	-0.01	0.00	-0.01
Guadagnino, Michael	0.00	0.00	0.00	0.00	583.34	583.34
Gutierrez, Miguel Angel	0.00	0.00	0.00	0.00	202.98	202.98
Heidary, William	0.00	0.00	0.00	0.00	2,433.60	2,433.60
Herman, Paul	0.00	0.00	0.00	0.00	-1,527.10	-1,527.10
Irvine, James	0.00	0.00	0.00	0.00	0.00	0.00
Keshishyan, Tigran	0.00	0.00	0.00	0.00	16,300.43	16,300.43
Kroft, Brian	0.00	0.00	0.00	0.00	519.37	519.37
Leone, Richard	0.00	0.00	0.00	0.00	5,000.00	5,000.00
Liam, Richard	0.00	0.00	0.00	75,000.00	1,767.44	76,767.44
McGriffin, Craig	0.00	0.00	0.00	0.00	0.00	0.00
Miller, Christopher	0.00	-385.83	0.00	0.00	0.00	-385.83
Morris, Rick	0.00	0.00	0.00	-75.00	0.00	-75.00
Neu, Lydia	429.80	0.00	0.00	0.00	0.00	429.80
Nusbaum, Ron	0.00	0.00	0.00	0.00	250.00	250.00
Oliveira, Newton de	0.00	0.00	0.00	0.00	0.00	0.00
OOO "Axioma"	0.00	0.00	7,532.15	0.00	0.00	7,532.15
Powell, Jamie	0.00	0.00	0.00	0.00	400.00	400.00
Pruitt, Randall	0.00	0.00	0.00	0.00	653.46	653.46
Reimer, Brian	0.00	0.00	0.00	0.00	0.00	0.00
Ren, David	0.00	0.00	0.00	0.00	745.56	745.56
Rubano, Angelo	0.00	0.00	0.00	0.00	-0.70	-0.70
Shochany, Steven	575.00	0.00	0.00	-525.00	0.00	50.00
Siddiqi, Shah	0.00	0.00	0.00	0.00	35,000.00	35,000.00
Stoves, Risa	0.00	0.00	0.00	0.00	2,811.10	2,811.10
Smart Company	0.00	0.00	7,532.15	0.00	554.94	8,087.09
South, Paul Stephen	0.00	0.00	7,532.15	0.00	1,571.18	9,103.33
Sterling Bank	0.00	0.00	0.00	0.00	13,500.00	13,500.00
Stokes, Mark	0.00	0.00	0.00	0.00	0.00	0.00
Tennant, Gary	0.00	0.00	0.00	0.00	583.34	583.34
Toyo Medic Co	0.00	0.00	0.00	4,473.08	147.37	4,620.45
Trivedi, Alok	0.00	0.00	0.00	0.00	2,250.40	2,250.40
Unitek Medical Systems	0.00	0.00	0.00	68,500.00	7,500.00	76,000.00

Yadok Healthcare	0.00	0.00	0.00	0.00	550.00	550.00
Walsh, James	0.00	0.00	0.00	0.00	0.00	0.00
Wilkins, Larry	0.00	0.00	0.00	0.00	2,900.00	2,900.00
Williams, Chris	0.00	0.00	0.00	0.00	0.00	0.00
Ytaco Medical Co. K.S.C.C.	0.00	0.00	7,024.40	0.00	0.00	7,024.40
	<u>3,448.50</u>	<u>3,123.03</u>	<u>38,498.97</u>	<u>147,893.83</u>	<u>144,838.88</u>	<u>335,792.71</u>

Approx. Value

Exhibit G Axiom Receivables

	<u>Current</u>	<u>1 - 30</u>	<u>31 - 60</u>	<u>61 - 90</u>	<u>> 90</u>	<u>TOTAL</u>
Abendroth, John	0.00	0.00	0.00	0.00	0.00	0.00
Akoti Medical Products	0.00	0.00	6,875.52	519.96	3.00	7,398.50
Alapa, Chris	0.00	0.00	0.00	0.00	8,000.00	8,000.00
Alshikh, Mohamed	0.00	0.00	0.00	0.00	25,551.00	25,551.00
Asimacopoulos, BRI *2458	0.00	0.00	0.00	0.00	0.00	0.00
Axiom China	0.00	0.00	0.00	0.00	10,039.21	10,039.21
Boelk, Cassidy James *7909	0.00	0.00	0.00	0.00	-0.30	-0.30
Chicago Bears	0.00	0.00	0.00	0.00	4,997.50	4,997.50
Conforti, Carl	0.00	0.00	0.00	0.00	178.89	178.89
Daley, Ed	0.00	0.00	0.00	0.00	500.00	500.00
Darrow, David	0.00	0.00	0.00	0.00	2,498.84	2,498.84
Day, Craig	0.00	0.00	0.00	0.00	0.00	0.00
Exarhos, Tim	0.00	0.00	0.00	0.00	210.00	210.00
Gordani, Jeremy	0.00	0.00	0.00	-0.01	0.00	-0.01
Guadagnino, Michael	0.00	0.00	0.00	0.00	583.34	583.34
Gutierrez, Miguel Angel	0.00	0.00	0.00	0.00	202.98	202.98
Haldary, William	0.00	0.00	0.00	0.00	2,433.60	2,433.60
Herman, Paul	0.00	0.00	0.00	0.00	-1,627.10	-1,627.10
Irvine, James	0.00	0.00	0.00	0.00	0.00	0.00
Kashihyan, Tigran	0.00	0.00	0.00	0.00	16,300.43	16,300.43
Kroll, Brian	0.00	0.00	0.00	0.00	519.37	519.37
Leone, Richard	0.00	0.00	0.00	0.00	5,000.00	5,000.00
Liam, Richard	0.00	0.00	0.00	0.00	95.84	95.84
McGriffin, Craig	0.00	0.00	0.00	0.00	0.00	0.00
Huabaum, Ron	0.00	0.00	0.00	0.00	260.00	260.00
Olivera, Newton da	0.00	0.00	0.00	0.00	0.00	0.00
ODD "Axioma"	0.00	0.00	7,532.15	0.00	0.00	7,532.15
Powell, James	0.00	0.00	0.00	0.00	400.00	400.00
Pruitt, Randall	0.00	0.00	0.00	0.00	853.48	853.48
Reimer, Brian	0.00	0.00	0.00	0.00	0.00	0.00
Ren, David	0.00	0.00	0.00	0.00	745.56	745.56
Rubano, Angelo	0.00	0.00	0.00	0.00	-0.70	-0.70
Shoshany, Steven	0.00	50.00	0.00	0.00	0.00	50.00
Siddiqi, Shah	0.00	0.00	0.00	0.00	35,000.00	35,000.00
Sloves, Rhea	0.00	0.00	0.00	0.00	2,811.10	2,811.10
Smart Company	0.00	0.00	7,052.97	0.00	554.94	7,607.91
South, Paul Stephen	0.00	0.00	7,532.15	0.00	1,571.18	9,103.33
Sterling Bank	0.00	0.00	0.00	0.00	13,500.00	13,500.00
Stokes, Mark	0.00	0.00	0.00	0.00	0.00	0.00
Tennant, Gary	0.00	0.00	0.00	0.00	583.34	583.34
Toyo Medic Co	0.00	0.00	0.00	4,473.06	147.37	4,620.43
Trivedi, Alok	0.00	0.00	0.00	0.00	2,280.40	2,280.40
Unitek Medical Systems	0.00	0.00	0.00	58,500.00	7,500.00	78,000.00
Vadrek Healthcare	0.00	0.00	0.00	0.00	580.00	580.00
Walsh, James	0.00	0.00	0.00	0.00	0.00	0.00
Wilkins, Larry	0.00	0.00	0.00	0.00	2,900.00	2,900.00
Williams, Chris	0.00	0.00	0.00	0.00	0.00	0.00
Yace Medical Co. K.S.C.C.	0.00	0.00	7,024.40	0.00	0.00	7,024.40
	<u>0.00</u>	<u>90.00</u>	<u>38,917.79</u>	<u>73,493.02</u>	<u>148,218.03</u>	<u>354,778.85</u>

A/P Aging Summary
As of March 22, 2010

Exhibit H Accounts Payable

	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL
A American Container & Trailer	0.00	171.30	342.48	342.48	0.00	856.00
A Print Solution	0.00	0.00	0.00	0.00	3,582.51	3,582.51
Action Lock & Safe	0.00	0.00	0.00	0.00	300.00	300.00
ADS Telecom	0.00	0.00	2,258.56	0.00	0.00	2,258.56
AIT Worldwide Logistics	0.00	10,791.25	1,372.48	0.00	4,036.21	16,201.94
Akerman Senterfit	0.00	0.00	0.00	0.00	960,287.56	960,287.56
Allied Trailers Sales & Rentals	0.00	67.68	67.68	67.68	67.68	270.72
Amphenol Assemblies Tech	0.00	0.00	0.00	0.00	5,000.00	5,000.00
Applied Financial Research, LLC	0.00	0.00	0.00	0.00	56,100.00	56,100.00
Aramark Refreshment Services I	0.00	0.00	0.00	0.00	133.54	133.54
Arrow Electronics, Inc.	0.00	0.00	0.00	0.00	2,051.32	2,051.32
Artisan Industries, Inc.	0.00	3,754.87	0.00	0.00	0.00	3,754.87
Artranslok International, Inc.	0.00	0.00	0.00	0.00	10,068.01	10,068.01
Asho, Rafuse & Hill, LLP	0.00	0.00	0.00	0.00	221,548.07	221,548.07
Atlanta Realtime Reporters, LTD.	0.00	0.00	0.00	0.00	8,862.50	8,862.50
AXSA Document Solutions	0.00	0.00	1,488.86	0.00	0.00	1,488.86
B & D Towing	0.00	0.00	0.00	0.00	187.50	187.50
Back Talk Systems, Inc.	0.00	0.00	0.00	0.00	20,173.52	20,173.52
Barker, Leon & Penoyer, L.L.P.	0.00	0.00	3,058.18	0.00	0,788.62	14,844.80
Barker, Rodems & Cook, PA	0.00	0.00	0.00	0.00	470.00	470.00
Bay Copy & Data	0.00	0.00	0.00	0.00	455.88	455.88
Bright House Network	0.00	0.00	0.00	585.00	585.00	1,170.00
Busy Beaver Express, Inc.	0.00	0.00	0.00	75.00	0.00	75.00
Butler Technologies, Inc.	0.00	0.00	0.00	0.00	15.48	15.48
C & J Precision	0.00	0.00	0.00	0.00	2,548.20	2,548.20
Carlton Fields	0.00	0.00	0.00	0.00	725,024.40	725,024.40
Cassay Gilson Leibel PC	0.00	0.00	0.00	0.00	65,161.64	65,161.64
Center for Engineering Analysis	0.00	0.00	0.00	0.00	21,540.75	21,540.75
Central Transport	0.00	0.00	0.00	0.00	45.00	45.00
Ceridian Benefit Services	0.00	78.37	78.37	78.37	0.00	235.11
Charles W. Ross	0.00	0.00	0.00	0.00	1,750.00	1,750.00
Chilivis, Cochran, Larkins & Sew	0.00	0.00	0.00	0.00	210,038.76	210,038.76
Chiropractic Economics	0.00	0.00	0.00	0.00	5,000.00	5,000.00
ChiroView Presents	0.00	0.00	0.00	0.00	3,000.00	3,000.00
Cintas Corporation	0.00	0.00	0.00	159.63	327.41	487.04
Citico Webex	0.00	0.00	0.00	0.00	3,030.00	3,030.00
Colonial Life & Accident Insuran	0.00	0.00	0.00	296.82	296.82	593.24
Color Film Media Group	0.00	0.00	0.00	8,281.70	1,590.26	9,871.96
CorpDirect	0.00	0.00	0.00	53.00	168.00	212.00
Coughlan, Semmer, & Lipman	0.00	0.00	0.00	0.00	-8,808.69	-8,808.69
Court Reporters Clearinghouse	0.00	0.00	0.00	0.00	238.48	238.48
Cox & Sterling, PLLC	0.00	0.00	0.00	0.00	840.00	840.00
Crabell Manufacturing, Inc.	0.00	0.00	0.00	0.00	7,038.19	7,038.19
Curball Plastics, Inc.	0.00	0.00	0.00	0.00	-166.10	-166.10
Darick Publishing Co.	0.00	0.00	0.00	75.00	0.00	75.00
David Angulo	0.00	0.00	0.00	0.00	274.70	274.70
DB Roberts	0.00	0.00	0.00	0.00	73.80	73.80
Direct TV	0.00	0.00	180.54	101.00	95.19	377.73
Direct Web	0.00	0.00	0.00	0.00	-200.50	-200.50
Doug Selden, TAX COLLECTOR	0.00	0.00	0.00	2,846.13	0.00	2,846.13
DTX, Inc.	0.00	8,360.00	0.00	0.00	-300.00	8,360.00
Dyra, Joseph	0.00	0.00	0.00	0.00	-5,000.00	-5,000.00
Earnest Metal Fabrication	0.00	0.00	0.00	0.00	-805.79	-805.79
EastGroup Property Services	0.00	18,882.20	18,882.20	18,882.20	18,882.20	75,529.80
Eastprint, Inc.	0.00	0.00	0.00	0.00	8,799.44	8,799.44
Eaton Electrical	0.00	0.00	74.00	2,988.70	-74.20	2,988.50
Edwin 'E.T.' Lango	0.00	0.00	0.00	0.00	-202.41	-202.41
Eisenberg, Oyer, Rothschild & R	0.00	0.00	0.00	0.00	8,365.00	8,365.00
EMC	0.00	0.00	0.00	0.00	-3,393.75	-3,393.75
Etheridge Settlement Conference	0.00	0.00	0.00	0.00	3,280.00	3,280.00
FedEx	0.00	891.98	3,898.80	4,902.81	17,905.07	27,602.24
FedEx Freight	0.00	0.00	280.30	0.00	0.00	280.30

A/P Aging Summary

As of March 28, 2018

	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL
First Advantage Litigation Consul	0.00	0.00	0.00	0.00	20,918.00	20,918.00
Florida Department of Revenue	0.00	0.00	0.00	0.00	300.00	300.00
Florida Finishing, LLC	0.00	0.00	0.00	0.00	280.48	280.48
Florida Litigation Support Servis	0.00	0.00	0.00	0.00	1,151.00	1,151.00
Florida Retail Fed Self Insurers f	0.00	1,627.78	1,458.37	0.00	0.00	3,078.13
Glenn Rasmussen Fogarty & Ho	0.00	0.00	0.00	0.00	99.98	99.98
GM Nameplate, Inc.	0.00	0.00	0.00	0.00	286,028.23	286,028.23
Goodwin Procter LLP	0.00	0.00	0.00	0.00	395,392.97	395,392.97
Greater Tampa Chamber of Coms	0.00	0.00	0.00	0.00	600.00	600.00
Greensfelder, Hamker & Gale, PC	0.00	0.00	98.93	0.00	108,173.32	108,283.32
Habit, Aronoff & Wynne, LLP	0.00	0.00	0.00	0.00	66,279.70	66,279.70
Harvey, Tarrance	0.00	0.00	0.00	2,000.00	0.00	2,000.00
HASLER Financial Services, LLC	0.00	0.00	0.00	29.98	29.98	59.92
HJ Wilson & Son Air Conditionin	0.00	0.00	0.00	0.00	1,188.00	1,188.00
Holiday Inn Express	0.00	0.00	0.00	354.88	3,885.68	4,540.48
HSBC	0.00	0.00	210.00	0.00	0.00	210.00
Hussey, Inc Atlanta	0.00	0.00	0.00	0.00	9,701.30	9,701.30
Infodent	0.00	0.00	0.00	0.00	2,788.40	2,788.40
Integrated Power Design	0.00	0.00	0.00	0.00	7,051.50	7,051.50
International Language Services	0.00	0.00	0.00	0.00	14,493.00	14,493.00
Interpower Corporation	0.00	0.00	0.00	0.00	1,289.89	1,289.89
Investigative & Polygraph Group	0.00	0.00	0.00	0.00	280.48	280.48
J&C Forklift & Marine, LLC	0.00	0.00	0.00	0.00	2,003.88	2,003.88
John Wiley & Sons, Inc.	0.00	0.00	0.00	0.00	7,087.13	7,087.13
Jones, Jensen & Harris	0.00	0.00	0.00	0.00	-15,540.44	-15,540.44
LATHAM & WATKINS	0.00	0.00	0.00	0.00	347,123.80	347,123.80
LaClair Ryan	0.00	0.00	0.00	0.00	12,050.94	12,050.94
Legs Link, Inc.	0.00	0.00	0.00	0.00	400.00	400.00
Linsak US Inc.	0.00	0.00	0.00	0.00	17,082.98	17,082.98
Lippincott Williams & Wilkins	0.00	0.00	0.00	0.00	191.00	191.00
London Broadcast	0.00	0.00	1,082.50	127.50	595.00	1,785.00
Magnetic	0.00	0.00	0.00	0.00	971.00	971.00
MANDELAUM, SALSBURG, DOL	0.00	0.00	0.00	0.00	19,110.73	19,110.73
Max Machine Corp.	0.00	0.00	0.00	0.00	7,521.45	7,521.45
McAndrews, Held & Malloy	0.00	0.00	0.00	0.00	553,633.50	553,633.50
McGuire Woods LLP	0.00	0.00	4,818.70	2,504.50	149,787.57	165,910.07
McMahon Publishing Group	0.00	0.00	0.00	0.00	1,500.00	1,500.00
Mercury Insurance Company of f	0.00	0.00	0.00	714.62	489.84	1,204.46
Messana Rosner & Stern	0.00	0.00	0.00	0.00	1,588.77	1,588.77
Messe Düsseldorf North America	0.00	0.00	0.00	0.00	3,529.88	3,529.88
Methode Electronics, Inc.	0.00	0.00	0.00	0.00	9,353.15	9,353.15
MJV Design	0.00	0.00	0.00	0.00	1,436.00	1,436.00
Morgan Lewis & Boekius LLP	0.00	0.00	0.00	0.00	267.50	267.50
MPA Media	0.00	0.00	0.00	0.00	20,800.00	20,800.00
Navigant Consulting	0.00	0.00	0.00	0.00	34,993.75	34,993.75
NEMA Research Inc.	0.00	0.00	0.00	0.00	226,825.02	226,825.02
NMR Consulting	0.00	0.00	0.00	0.00	150.00	150.00
Norcross Group	0.00	0.00	0.00	0.00	4,137.50	4,137.50
Omega Metals	0.00	0.00	0.00	141.51	22,619.52	22,761.03
Omniform USA	0.00	0.00	0.00	0.00	-88.87	-88.87
Pastec	0.00	0.00	2,824.58	1,328.95	0.00	3,951.41
Peak 10- Data Center Solutions	0.00	0.00	912.00	2,212.00	0.00	3,124.00
Phillips, Reed	0.00	0.00	0.00	0.00	11,481.81	11,481.81
Pitroco Manufacturing	0.00	0.00	0.00	0.00	4,738.17	4,738.17
Pollock, Gale	0.00	0.00	0.00	0.00	20,000.00	20,000.00
PREMIERE GLOBAL SERVICE	0.00	0.00	0.00	0.00	-75.87	-75.87
Prime Rate Premium Finance	0.00	1,329.65	4,879.40	4,879.40	4,419.35	15,518.00
Public Storage	0.00	0.00	0.00	0.00	272.80	272.80
Regions Bank	0.00	0.00	0.00	112.00	0.00	112.00
Roberts Printing	0.00	0.00	0.00	0.00	478.00	478.00
S&S	0.00	0.00	0.00	0.00	7,339.99	7,339.99
Security Concepts of Tampa	0.00	70.20	0.00	64.20	0.00	134.40
Sequence Medical	0.00	0.00	0.00	0.00	3,549.51	3,549.51
Sibux Electronics	0.00	0.00	0.00	0.00	12,947.34	12,947.34

A/R Aging Summary
As of March 23, 2010

	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL
SIG Machining	0.00	0.00	0.00	0.00	795.00	795.00
Smalley Steel Ring Company	0.00	0.00	0.00	0.00	-38.08	-38.08
Soule	0.00	0.00	0.00	0.00	5,972.00	5,972.00
Southwind Mfg Acquisition	0.00	0.00	0.00	0.00	5,916.88	5,916.88
Spaca Foundation	0.00	0.00	0.00	0.00	13,400.00	13,400.00
Spine Univers, LLC	0.00	0.00	0.00	0.00	12,400.00	12,400.00
Stephen Gould of Florida	0.00	0.00	0.00	824.00	-100.00	744.00
Tagalong Inc.	0.00	0.00	0.00	0.00	141.14	141.14
Tampa Electric - F	0.00	0.00	184.95	0.00	0.00	184.95
Tampa Electric -A	0.00	0.00	237.88	0.00	0.00	237.88
TDK-Lambda Americas Inc	0.00	0.00	0.00	0.00	20,521.87	20,521.87
Technical Maintenance, Inc.	0.00	0.00	0.00	66.00	790.00	796.00
Telpar	0.00	0.00	0.00	0.00	4,548.72	4,548.72
Tetronics	0.00	0.00	0.00	0.00	4,916.55	4,916.55
Terry R. Yochum Consulting, LLC	0.00	0.00	0.00	0.00	23,487.74	23,487.74
The American Chiropractor	0.00	0.00	0.00	0.00	-680.00	-680.00
The Solid Experts	0.00	0.00	0.00	0.00	4,833.95	4,833.95
Tim D. Wilson Investigations	0.00	0.00	0.00	0.00	-1,765.00	-1,765.00
Touch Briefings	0.00	0.00	0.00	0.00	59,553.32	59,553.32
True Research Foundation	0.00	0.00	0.00	0.00	1,126.00	1,126.00
U.S. LEGAL SUPPORT INC	0.00	0.00	0.00	0.00	879.10	879.10
United Mini Storage	0.00	1,342.85	1,032.57	0.00	0.00	2,375.42
UPS	0.00	18.04	0.00	0.00	18.00	36.04
US Lasers, Inc.	0.00	0.00	0.00	0.00	5,420.00	5,420.00
UTT	0.00	0.00	0.00	0.00	9,411.50	9,411.50
Verizon Florida Inc- T566	0.00	0.00	126.82	0.00	118.80	245.62
Verizon Florida Inc (Axiom)	0.00	0.00	120.52	113.19	0.00	233.68
Verizon Wireless	0.00	0.00	287.20	0.00	0.00	287.20
Waste Management	0.00	0.00	1,257.47	0.00	0.00	1,257.47
Wes-Garde Components, Inc.	0.00	0.00	0.00	0.00	11,274.70	11,274.70
WFTV-TV	0.00	0.00	0.00	0.00	2,720.00	2,720.00
Windstream 011 364 403 123	0.00	15.65	5.29	5.13	5.13	31.30
Windstream Communications	0.00	0.00	0.00	38.88	0.00	38.88
Zeno Office Solutions, Inc.	0.00	0.00	112.00	1,083.00	160.98	1,355.98
Zephyrite	0.00	389.48	0.00	70.97	-65.67	404.78
Z&W Electronics, Ltd	0.00	0.00	0.00	0.00	22,872.00	22,872.00
Zuckerman Speeder	0.00	0.00	0.00	0.00	44,537.58	44,537.58
TOTAL	0.00	48,121.97	53,175.09	87,042.32	5,047,912.25	5,205,261.63

**Axiom Worldwide, Inc
Axiom Worldwide, LLC**

Intellectual Property Exhibit*

- * Information was obtained from the USPTO website
- * USPTO.gov - Trademark Electronic Search System (TESS)
- * TESS was last updated on Tue Mar 23 04:00:27 EDT 2010

TRADEMARKS

	Serial Number	Reg. Number	Word Mark	Check Status	Live/Dead
1	78836361		TRUE SPINAL DECOMPRESSION	TARR	LIVE
2	78860891		WE SELL SCIENCE	TARR	LIVE
3	78816946		FOLLOW SCIENCE. LEAD OTHERS.	TARR	DEAD
4	78884779	3129008	MERGING MEDICINE WITH BUSINESS	TARR	LIVE
5	78884582	3116546	EXPERIENCE THE POWER	TARR	LIVE
6	78883889	3118542	DRX	TARR	LIVE
7	78880972		LEAD OTHERS	TARR	DEAD
8	78880940		FOLLOW SCIENCE	TARR	DEAD
9	77109740	3510589	TRUE NON-SURGICAL SPINAL DECOMPRESSION	TARR	LIVE
10	78885706	3086864	AXIOM WORLDWIDE	TARR	LIVE
11	78549013	2980892	POWER LASER	TARR	LIVE
12	78549012	2984440	EXPERIENCE THE POWER...	TARR	LIVE
13	78536333	2909869	BETTER TECHNOLOGY... BETTER HEALTH	TARR	LIVE
14	78533113	2850636	DTX 4000	TARR	LIVE
15	78533071	3082105	AXIOM WORLDWIDE	TARR	LIVE
16	78533070	2850635	DRX 9000	TARR	LIVE
17	74277273		AXIOM	TARR	DEAD

PATENTS

There are no Patents issued to date



Tampa Service Center
 8. E. Martin Luther King Blvd, Ste 100
 Tampa, FL 33619
STATE OF FLORIDA
DEPARTMENT OF REVENUE
WARRANT

AXIOM WORLDWIDE LLC
 9423 CORPORATE LAKE DRIVE
 TAMPA, FL 33634

Warrant Number: 1000000123456
 BP #: 2223368
 Re: Warrant issued under Chapter
 220, 221, Florida Statutes

THE STATE OF FLORIDA
 TO ALL AND SINGULAR, THE CLERKS OF THE CIRCUIT COURTS AND
 ALL AND SINGULAR, THE SHERIFFS OF THE STATE OF FLORIDA
 WARRANT FOR COLLECTION OF DELINQUENT SALES AND USE TAX.

The taxpayer named above in the County of Hillsborough, is indebted to the Florida Department of Revenue, State of Florida, in the following amounts:

Tax	1,102,771.69
Penalty	623,246.94
Interest	471,483.87
Total	2,197,502.50
Filing fee	0.00
Grand Total	2,197,502.50

For returns due on or before December 31, 1999, interest is due at the rate of 12% per annum.
 For returns due on or after January 1, 2000, a floating rate of interest applies in accordance with Section 213.235, Florida Statutes.

WITNESS my hand and official seal in this City of Tampa, Hillsborough County, Florida, this 21st day of August, 2009.

Lisa Echeverri, Executive Director
 Department of Revenue, State of Florida

This Instrument Prepared by:

[Signature]
 Authorized Agent

PLEASE BILL TO:
 TAMPA SERVICE CENTER
 6302 E DR MARTIN LUTHER KING JR BLVD STE 100
 TAMPA, FL 33619-1166
 813-744-8344