

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
SpaMedica International S.R.L.		10/10/2005	CORPORATION: BARBADOS
RECEIVING PARTY DATA			
Name:	Surgical Specialties Corporation		
Street Address:	100 Dennis Drive		
City:	Reading		
State/Country:	PENNSYLVANIA		
Postal Code:	19606		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	76599264	THREADLIFT	
CORRESPONDENCE DATA			
Fax Number:	(415)268-7522		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	bmoylan@mofo.com		
Correspondent Name:	Jennifer Lee Taylor		
Address Line 1:	Morrison & Foerster LLP, 425 Market St.		
Address Line 4:	San Francisco, CALIFORNIA 94105-2482		
ATTORNEY DOCKET NUMBER:	60202-6001.000		
NAME OF SUBMITTER:	Jennifer Lee Taylor		
Signature:	/Jennifer Lee Taylor/		
Date:	12/02/2005		

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Total Attachments: 2

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TRADEMARK ASSIGNMENT

WHEREAS, SpaMedica International S.R.L., a Barbados corporation with its principal place of business at Medford Complex, Whitehall, St. Michael, Barbados ("Assignor"), owns the trademark registration(s) and applications listed on Exhibit A, attached hereto (the "Trademarks");

WHEREAS Surgical Specialties Corporation, a Delaware corporation with its principal place of business at 100 Dennis Drive, Reading, Pennsylvania 19606, United States of America ("Assignee") desires to acquire Assignor's entire right, title and interest in, to and under the Trademarks and to any subsequent registrations thereof; and


WHEREAS, the Assignor and Assignee are parties to a certain Sale and Assignment Agreement, having an effective date of May 1, 2005 (the "Assignment Agreement"), including a general assignment of the Trademarks.


NOW, THEREFORE, for and in consideration of monies paid and to be paid under the Assignment Agreement and subject to the terms and conditions of the Assignment Agreement, Assignor does hereby sell, assign, transfer and set over to said Assignee all its right, title and interest in, to and under the Trademarks and any registrations, together with the goodwill of the business symbolized by the Trademarks, together with all rights and privileges granted and secured thereby, including the right to sue and recover for any past infringement, said rights to be held and enjoyed by said Assignee, for its own use and benefit and for the use and benefit of its successors, assigns or other legal representatives.

IN TESTIMONY WHEREOF, Assignor and Assignee have executed this Assignment by their proper officers thereunto duly authorized, effective October 10, 2005.

Assignor:
SPAMEDICA INTERNATIONAL S.R.L.

Assignee:
SURGICAL SPECIALTIES CORPORATION

By: 
Name: R Sessapan
Title: North American Agent
Dated: Nov 16/05

By: 
Name: STEVEN R. BRYANT
Title: SR. VICE PRESIDENT
Dated: Dec. 2, 2005

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EXHIBIT A
Trademark and Domain Name Applications and Registrations

MARK	COUNTRY	STATUS	Serial/ Registration No.
THREADLIFT (Stylized)	Australia	Pending	1065748
THREADLIFT (Stylized)	Canada	Registered	Reg. No: TMA643047
THREADLIFT (Stylized)	China	Pending	Pending
THREADLIFT (Stylized)	European Community	Pending	004566055
THREADLIFT (Stylized)	Hong Kong	Pending	300461268
THREADLIFT (Stylized)	Japan	Pending	2005070597
THREADLIFT (Stylized)	Korea	Pending	41200517066
THREADLIFT (Stylized)	United States	Pending	76/599,264