

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|---|----------|----------------|-----------------------|
| Health Solutions Medical Products Corporation | | 07/27/2006 | CORPORATION: DELAWARE |

RECEIVING PARTY DATA

| | |
|--------------------------|-------------------------|
| Name: | Hydro Med, Inc. |
| Street Address: | 4419 Van Nuys Blvd. |
| Internal Address: | Suite 310 |
| City: | Sherman Oaks |
| State/Country: | CALIFORNIA |
| Postal Code: | 91403 |
| Entity Type: | CORPORATION: CALIFORNIA |

PROPERTY NUMBERS Total: 5

| Property Type | Number | Word Mark |
|----------------------|---------|---|
| Registration Number: | 2350038 | GROSSAN ORIGINAL THROAT IRRIGATOR TIP |
| Registration Number: | 2350037 | GROSSAN ORIGINAL SINUS IRRIGATOR TIP |
| Registration Number: | 2557396 | GROSSAN BREATHE-EASE |
| Registration Number: | 2599563 | CLEAR-EASE |
| Registration Number: | 2649516 | HYDRO PULSE NASAL / SINUS IRRIGATION SYSTEM |

CORRESPONDENCE DATA

Fax Number: (310)820-5988
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (310) 207-3800
 Email: dax_alvarez@bstz.com
 Correspondent Name: Dax Alvarez
 Address Line 1: 12400 Wilshire Boulevard
 Address Line 2: Seventh Floor
 Address Line 4: Los Angeles, CALIFORNIA 90025-1030

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| ATTORNEY DOCKET NUMBER: | 004328.M001 |
| NAME OF SUBMITTER: | Dax Alvarez |
| Signature: | /dax alvarez/ |
| Date: | 07/31/2006 |
| Total Attachments: 3 source=Assgn#page1.tif source=Assgn#page2.tif source=Assgn#page3.tif | |

ASSIGNMENT OF TRADEMARKS

AND

**THE UNITED STATES
REGISTRATIONS THEREOF**

WHEREAS, Health Solutions Medical Products Corporation, a Delaware corporation having a place of business at 7131 Tujunga Ave., North Hollywood, CA 91605 ("ASSIGNOR"), has acquired or adopted, and used (i) the trademarks and (ii) the United States registrations thereof identified in Exhibit 1 attached hereto and by this reference incorporated into and made a part hereof (the "Marks" and "Registrations", respectively), together with the goodwill of the business appurtenant to said Marks;

WHEREAS, HYDRO MED, INC., a California Corporation, having a business address at 4419 Van Nuys Blvd., Suite 310, Sherman Oaks, California 91403 ("ASSIGNEE") is desirous of resolving its ownership and acquiring said Marks and Registrations;

WHEREAS, ASSIGNEE and ASSIGNOR have entered into a certain Settlement Agreement entitled "Settlement Agreement and Release of Claims" dated Jul, 2006; and pursuant to said Agreement, ASSIGNEE is acquiring ASSIGNOR's entire rights, titles, and interests in and to Marks and Registrations and ASSIGNOR is obligated to assign the same to ASSIGNEE;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, ASSIGNOR does hereby quitclaim, assign, convey and transfer unto ASSIGNEE, its successors, assigns and legal representatives, its full and entire rights, titles and interests in and to the Marks and Registrations and the attendant goodwill symbolized by the Marks, the same to vest in ASSIGNEE, immediately, including, without limitation, the ownership of all causes of action for, and claims for damages by reason of, the infringement of any of the Marks by other parties, which causes of action and claims arose prior to the date of execution hereof.

ASSIGNOR hereby agrees that ASSIGNEE shall have the right to record this instrument

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of assignment in the United States Patent and Trademark Office, so as to establish ASSIGNEE as owner of record of the Marks and Registrations.

ASSIGNOR further agrees, at the request of ASSIGNEE and without charge or cost to ASSIGNEE, to (i) execute and have executed any and all other documents of any kind whatsoever, and to provide whatever information may be required, to carry out the terms and intent of this Assignment; and (ii) fully cooperate with ASSIGNEE, as reasonably required, to enable ASSIGNEE to duly record this instrument of assignment with the United States Patent and Trademark Office, so that ASSIGNEE's ownership of the Marks and Registrations is duly made of record.

IN WITNESS WHEREOF, ASSIGNOR has caused this instrument to be executed on the date indicated below.

HEALTH SOLUTIONS MEDICAL
PRODUCTS CORPORATION

("ASSIGNOR")

Dated: 7/27/06


By: 
Name: Mel Tenen
Title: CEO

EXHIBIT 1

| Mark | Reg. No. | Reg. Date | Owner |
|---|-----------------|------------------|---|
| GROSSAN ORIGINAL THROAT IRRIGATOR TIP | 2,350,038 | 5/16/00 | Health Solutions Medical Products Corporation |
| GROSSAN ORIGINAL SINUS IRRIGATOR TIP | 2,350,037 | 5/16/00 | Health Solutions Medical Products Corporation |
| GROSSAN BREATHE- EASE | 2,557,396 | 4/2/02 | Health Solutions Medical Products Corporation |
| CLEAR-EASE | 2,599,563 | 7/23/02 | Health Solutions Medical Products Corporation |
| HYDRO PULSE NASAL/SINUS IRRIGATION SYSTEM | 2,649,516 | 11/12/02 | Health Solutions Medical Products Corporation |