

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Thoroughbred Technologies, LLC		05/16/2005	Limited Liability Company: KENTUCKY

RECEIVING PARTY DATA	
Name:	TT Acquisition LLC
Street Address:	4200 Columbus Street
City:	Ottawa
State/Country:	ILLINOIS
Postal Code:	61350
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 3		
Property Type	Number	Word Mark
Serial Number:	78268138	LIFEPRINT
Serial Number:	78268136	LIFEPRINT IMAGING PRODUCTS FOR LIFE
Serial Number:	78250026	LIFEPRINT

CORRESPONDENCE DATA	
Fax Number:	(312)207-6400
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	312-207-1000
Email:	ipdocket@sachnoff.com
Correspondent Name:	Kate Rowles
Address Line 1:	10 South Wacker Drive
Address Line 4:	Chicago, ILLINOIS 60606

NAME OF SUBMITTER:	Katherine Rowles
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Signature:	/Katherine Rowles/
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OP \$90.00 78268138

Date:

07/13/2005

Total Attachments: 3

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ASSIGNMENT OF TRADEMARKS

WHEREAS, Thoroughbred Technologies, LLC, a Kentucky limited liability company, located at 4621-A Proximity Drive, Louisville, Kentucky 40213, ("ASSIGNOR") has adopted, used, is using, and is the owner of the trademarks, the trademark registrations and applications identified in Appendix A hereto; and

WHEREAS, TT Acquisition LLC, a Delaware corporation, located at 4200 Columbus Street, Ottawa, Illinois 61350, ("ASSIGNEE") is desirous of acquiring said trademarks and the trademark registrations and applications thereof;

Whereas, this assignment is being executed in connection with a distribution of certain assets of ASSIGNOR to ASSIGNEE to which the trademarks, trademark registrations and applications pertain;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged; ASSIGNOR hereby assigns to the ASSIGNEE, including its successors and assigns, all of ASSIGNOR's right, title and interest in and to the above identified trademarks and trademark registrations and applications, together with the goodwill of the business symbolized by the trademarks, including the right to all claims for past infringement of the trademarks together with the right to bring suit and collect damages for such infringement; and

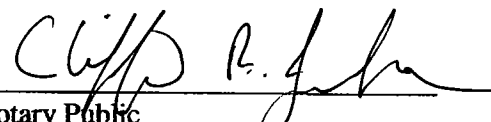
ASSIGNOR agrees to execute any papers or perform any acts required to establish, vest or protect the ASSIGNEE's rights therein, without any additional payment therefore, but without any expense to ASSIGNOR.

Thoroughbred Technologies, LLC


By: J. Mark Appleberry
Title: President

State of Kentucky)
)SS
County of Jefferson)

Subscribed and sworn to before me this 6th day of May, 2005.


Notary Public

My commission expires
9/17/2008

A. U.S. TRADEMARKS

MARK	APPLICATION NO.	APPLICATION DATE
LIFEPRINT	78/268138	June 27, 2003
LIFEPRINT IMAGING PRODUCTS FOR LIFE	78/268136	June 27, 2003
LIFEPRINT	78/250026	May 15, 2003