

TRADEMARK ASSIGNMENT

Electronic 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
Breg, Inc.		03/17/2008	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	LMA North America, Inc.		
Street Address:	4660 La Jolla Village Drive		
Internal Address:	Suite 900		
City:	San Diego		
State/Country:	CALIFORNIA		
Postal Code:	92122		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	78881001	PAINDRAIN	
Registration Number:	3020950	PAIN CARE	
Registration Number:	2664714	PAIN CARE	
CORRESPONDENCE DATA			
Fax Number:	(212)687-2329		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-338-3519		
Email:	PTOMailNewYork@foley.com		
Correspondent Name:	Jeffrey H. Greene, Foley & Lardner LLP		
Address Line 1:	90 Park Avenue		
Address Line 4:	New York, NEW YORK 10016		
NAME OF SUBMITTER:	Jeffrey H. Greene		
Signature:	/jeffrey h. greene/		

OP \$90.00 78881001

Date:

05/05/2008

Total Attachments: 6

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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment Agreement") is made effective as of March 17, 2008 by and among Breg, Inc., a California corporation ("Assignor"), and LMA North America, Inc., a Delaware corporation ("Assignee"). Assignor and Assignee are referred to herein individually as a "Party" and collectively as the "Parties".

WHEREAS, Assignor has agreed to sell substantially all of the assets related to its product line of ambulatory infusion pumps enabling the delivery of direct wound site pain relief for the management of post-operative pain pursuant to the Asset Purchase Agreement, dated March 17, 2008, by and between Assignor, Assignee and LMA Medical Innovations Limited, an entity organized under the laws of the Republic of Seychelles ("Purchase Agreement"), including the Marks (as defined below).

WHEREAS, Assignor is the current legal owner of the trademark registrations and trademark applications identified on Schedule 2.1(d) to the Purchase Agreement (hereinafter collectively referred to as the "Marks").

WHEREAS, in connection with transactions contemplated under the Purchase Agreement and effective as of March 17, 2008, Assignor desires to transfer, sell, assign, and convey the Marks, including all common law rights therein and all applications to register and registrations thereof, together with the goodwill pertaining thereto and all right, title and interest thereto, to Assignee.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Assignment to LMA. Assignor hereby transfers, sells, assigns, and conveys unto LMA all of its rights, title and interest in and to the Marks identified on Schedule A attached hereto, including all common law rights therein and all applications to register and registrations thereof and the goodwill pertaining thereto, and all right, title and interest thereto, on a world-wide basis, as well as the right to sue and collect damages in Assignee's own name for any and all past, present or future infringement, dilution, or other injury to the goodwill thereof, and LMA hereby accepts such transfer, sale, assignment and conveyance.

2. Authorization and Request. Assignor hereby authorizes and requests the Commissioner of Trademarks of the United States, whose duty is to issue trademark registrations, to issue the same to Assignee, its successors, assigns and legal representatives, or to such nominees as it may designate.

3. Further Assurances. Assignor agrees to execute and deliver to Assignee such instruments of transfer and other documents as Assignee may request to effect the purposes of this Assignment Agreement.

4. Notices. Notices regarding this Assignment Agreement should be sent to:

if to Assignor, addressed as follows: Breg, Inc.
2611 Commerce Way
Vista, California 92083
Attention: Christine Bowden, Esq. and
Brad Lee, VP and General Manager
Telephone: (760) 599-5797
Facsimile: (760) 598-8125

with a copy to: Orrick, Herrington & Sutcliffe LLP
The Orrick Building
405 Howard Street
San Francisco, California 94105-2669
Attention: John F. Seegal, Esq.
Telephone: (415) 773-5797
Facsimile: (415) 773-5759

if to Assignee, addressed as follows: LMA North America, Inc.
4660 La Jolla Village Drive, Suite 900
San Diego, California 92122
Attention: Steven R. Block
Telephone: (858) 587-4025
Facsimile: (858) 622-4130

with a copy to: Allen Matkins Leck Gamble
Mallory & Natsis LLP
12348 High Bluff Drive, Suite 210
San Diego, California 92130
Attention: Joe M. Davidson, Esq.
Telephone: (619) 235-1539
Facsimile: (858) 481-5028

5. Miscellaneous.

(a) Implementation; No Conflict. This Assignment Agreement has been executed to implement the Purchase Agreement and nothing contained herein shall be deemed or construed to impair or alter any of the provisions of the Purchase Agreement. No provision set forth in this Assignment Agreement shall be deemed to enlarge, alter or amend the terms or provisions of the Purchase Agreement. In the event of any conflict between the provisions of this Assignment Agreement and the provisions of the Purchase Agreement, the Purchase Agreement shall control.

(b) Assignment. This Assignment Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns; provided, that no assignment of any rights or obligations shall be made by Assignor without the written consent of Assignee or by Assignee without the written consent of Assignor.

(c) Amendment. This Assignment Agreement may be amended, modified or supplemented but only in writing signed by Assignor and Assignee.

(d) Governing Law. This Assignment Agreement shall be governed by and construed and enforced in accordance with the internal laws of the State of California without giving effect to the principles of conflicts of law thereof.

(e) Jurisdiction. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Assignment Agreement shall be brought against any of the Parties in the courts of the State of California or the federal courts of the Southern District of California, and each of the Parties hereby consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein.

(f) Severability. If any provision of this Assignment Agreement shall be held invalid, illegal or unenforceable, the validity, legality or enforceability of the other provisions hereof shall not be affected thereby, and there shall be deemed substituted for the provision at issue a valid, legal and enforceable provision as similar as possible to the provision at issue.

(g) Headings. The descriptive headings of this Assignment Agreement are for convenience only and shall not control or affect the meaning or construction of any provision of this Assignment Agreement.

(h) Counterparts. This Assignment Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Signature Page To Follow

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment Agreement to be executed effective as of March 17, 2008.

ASSIGNOR

BREG, INC.

By: Bradley R Mason
Brad Mason, President

ASSIGNEE

LMA NORTH AMERICA, INC.

By: _____
Name: Steve Block
Title: President

SIGNATURE PAGE TO TRADEMARK ASSIGNMENT AGREEMENT

TRADEMARK
REEL: 003771 FRAME: 0668

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment Agreement to be executed effective as of March 17, 2008.


ASSIGNOR

BREG, INC.

By: _____
Brad Mason, President

ASSIGNEE

LMA NORTH AMERICA, INC.

By:  _____
Name: Steve Block
Title: President

**LMA MEDICAL INNOVATIONS
LIMITED**

By: _____
Name: Michael Briant
Title: Director

SIGNATURE PAGE TO TRADEMARK ASSIGNMENT AGREEMENT

**TRADEMARK
REEL: 003771 FRAME: 0669**

SCHEDULE A

Marks Assigned to LMA

Marks
Pain Care (Registration No: 3,020,950)
Pain Care (Registration No: 2,664,714 Supplemental Register)
Paindrain (Application Serial No: 78/881,001) (Intent to Use)