

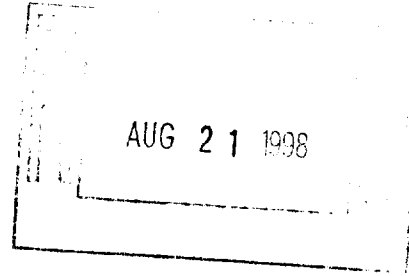
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02-18-1999



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JOHNSON & JOHNSON  
One Johnson & Johnson Plaza  
New Brunswick, New Jersey 08933  
(732) 524-0400



<b>1. NAME OF CONVEYING PARTY:</b> Tomco Conversions, Inc. P.O. Box 30 Midmont Road Wilcox, PA 15870	<b>2. NAME AND ADDRESS OF RECEIVING PARTY:</b> Walden-Hays, Inc. 853 Broadway New York, NY 10003
<b>3. NATURE OF CONVEYANCE:</b> <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other  <b>3A. EXECUTION DATE:</b> June 18, 1998 <b>3B. EFFECTIVE DATE:</b> June 18, 1998	<b>2A. ASSIGNEE A FOREIGN ENTITY:</b> YES: ___ NO: <u>X</u>  <b>2B. DOMESTIC REPRESENTATIVE DESIGNATED:</b> YES: ___ NO: <u>X</u>
<b>4A. TRADEMARK APPLICATION NOS.:</b>  THE INDEPENDENCE 75/501,146  Additional numbers attached? No	<b>4B. TRADEMARK REGISTRATION NO(S):</b>   Additional numbers attached?
<b>5. NAME AND ADDRESS OF PARTY TO WHOM CORRESPONDENCE CONCERNING DOCUMENT SHOULD BE MAILED:</b> Laurence S. Rickles, Esq. Johnson & Johnson One Johnson & Johnson Plaza New Brunswick, NJ 08933-7001	
<b>6. TOTAL NUMBER OF TITLES:</b> 1  <b>7. TOTAL FEE:</b> \$40.00  <b>8. CHARGE ADDITIONAL FEES TO:</b> 10-0750  Our Ref: MK61A US	<b>9. The undersigned declares to the best of his knowledge and belief that the information on this cover sheet is true and correct and any copy submitted is a true copy of the original document.</b>  <i>Barbara Salerno</i> _____ Barbara Salerno  Date: <u>8/18/98</u>

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TRADEMARK  
REEL: 1855 FRAME: 0434

## AGREEMENT OF ASSIGNMENT

This is an Agreement by and between Tomco Conversions, Inc., a Pennsylvania Corporation, having a place of business at P.O. Box 30, Midmont Road, Wilcox, PA 15870 (hereinafter "Tomco") and Walden-Hays, Inc., a New York corporation (hereinafter "W-H").

WHEREAS, W-H wishes to acquire from Tomco, and Tomco wishes to transfer to W-H, all rights which Tomco has to the trademark "THE INDEPENDENCE", the goodwill associated therewith and all other rights, if any, that Tomco has with respect to the use of the phrase THE INDEPENDENCE as a mark or a component thereof, for any and all purposes.

NOW, THEREFORE, with the intent to be legally bound, the parties agree as follows:

1. Tomco represents:

a) That the facts set forth in the foregoing recitals are true and correct;

b) That Tomco has advertised the sale of motorized wheelchairs under the mark THE INDEPENDENCE and has acquired and is the owner of goodwill as a result thereof;

c) That Tomco has forwarded a filing fee and a complete and fully executed application for federal registration to the United States Patent and Trademark Office for the trademark THE INDEPENDENCE for motorized wheelchairs and component parts thereof in International Class 12 based upon a bona fide intent to use said mark; and

d) That Tomco is not aware of any other entity or party which has any rights to adopt and utilize the mark THE

INDEPENDENCE for motorized wheelchairs and component parts thereof.

2. Other than the representations set forth in Paragraph 1 above, Tomco make no representations nor warranties to W-H regarding Tomco ownership of the mark but rather merely agrees to assign any and all rights Tomco may have in the mark THE INDEPENDENCE and the goodwill associated therewith.

3. Tomco agrees to indemnify and hold W-H and its licensees and assignees harmless of and from any damages caused as a result of a breach of this Agreement by Tomco.

4. Tomco hereby assigns to W-H all rights in and to THE INDEPENDENCE Mark, by execution of the Assignment annexed hereto as Exhibit A.

5. Tomco agrees to cease all use, and will not authorize use by any other person or entity of THE INDEPENDENCE Mark, or any mark comprised in whole or in part of the term INDEPENDENCE for any motorized wheelchair or related product or component thereof after three (3) months from the date of this agreement.

6. Tomco acknowledges receipt of the sum of \$70,000.00 as full and complete consideration for this Agreement and Assignment.

7. The parties agree that the terms of this Agreement shall remain confidential and that this Agreement shall not be recorded nor made public by either party.

8. This Agreement of Assignment constitutes the entire agreement and understanding between the parties and can not be

amended without a writing signed by authorized officials of both parties.

9. This Agreement is binding upon all successors, assigns, licensee, subsidiaries and divisions of both parties. The rights and obligations of this Agreement shall be freely assignable. By taking an assignment, an assignee shall be deemed to have accepted and agreed to perform all of the rights and obligations of the assignor under this Agreement.

10. This Agreement shall be construed in accordance with the laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF the parties have set their hands and seals on the dates set forth below:

TOMCO CONVERSIONS, INC.

6/18/98  
Date

by: Richard L. Oliver  
Richard L. Oliver, President

WALDEN-HAYS, INC

6/25/98  
Date

by: Robert L. Jackson  
Name: Robert L. Jackson Title: President

CORPORATE ACKNOWLEDGMENT

STATE OF NEW YORK :  
COUNTY OF Richmond : SS.

On the 25 day of June, 1998, before me personally came Robert Jackson to me known, who being duly sworn, did depose and say that the deponent is the President of Walden-Hays, Inc, the corporation described in the foregoing Agreement of Assignment, and that deponent signed deponent's name thereto pursuant to authority granted by the Board of Directors.

JOHANNA P. GUERIN  
Notary Public, State of New York  
[SEAL] No. 01GU5069159  
Qualified in Richmond County  
Commission Expires Nov. 18, 1998

John Guerin  
Notary Public

COMMONWEALTH OF PENNSYLVANIA :  
COUNTY OF Potter : SS.

On the 18<sup>th</sup> day of June, 1998, before me personally came Richard L. Oliver to me known, who being duly sworn, did depose and say that the deponent is the President of Tomco Conversions, Inc., the corporation described in the foregoing Agreement of Assignment, and that deponent signed deponent's name thereto pursuant to authority granted by the Board of Directors.

[SEAL]

Joanne R. Gleason  
Notary Public

NOTARIAL SEAL  
JOANNE R. GLEASON, Notary Public  
Coudersport Boro, Potter County, PA  
My Commission Expires Nov. 5, 2001

EXHIBIT A

GENERAL TRADEMARK ASSIGNMENT

WHEREAS, Tomco Conversions, Inc, a Pennsylvania Corporation, having a place of business at P.O. Box 30, Midmont Road, Wilcox, PA 15870 (hereinafter "Assignor") has in its own name, established certain rights in the U.S. in and to the trademark, THE INDEPENDENCE (hereinafter "THE INDEPENDENCE Mark");

WHEREAS, Walden-Hays, Inc., a New York corporation (hereinafter "W-H") (hereinafter "Assignee") desires to acquire all of Assignor's right, title and interest in and to THE INDEPENDENCE Mark; and

NOW, THEREFORE, for the sum of One (\$1.00) Dollar and other good and valuable consideration, receipt of which is hereby acknowledged, Assignor, does hereby assign and transfer unto Assignee, and Assignee does hereby accept all of Assignor's right, title and interest in and to THE INDEPENDENCE Mark, and the goodwill of the business associated therewith, including but not limited to, all rights in and to an application for federal registration filed by Tomco with the United States Patent and Trademark Office for the trademark THE INDEPENDENCE for motorized wheelchairs and component parts thereof in International Class 12.

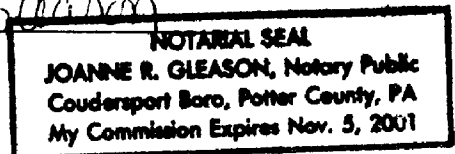
IN WITNESS WHEREOF, Assignor and Assignee have cause there present be executed by their duly authorized officers on the dates set forth below:

ASSIGNOR: TOMCO CONVERSIONS, INC.

by: Richard L. Oliver  
Richard L. Oliver, President

Before me this 18<sup>th</sup> day of June, 1998, personally appeared Richard L. Oliver known to me the person who executed the above-written Assignment on behalf of Tomco Conversions, Inc.

Joanne R. Gleason  
Notary Public



ASSIGNEE: WALDEN-HAYS, INC

by: Robert L. Jackson  
Name: ROBERT L. JACKSON Title: PRESIDENT

Before me this 25 day of June, 1998, personally appeared Robert Jackson known to me the person who executed the above-written Assignment on behalf of Walden-Hays, Inc.

JOHANNA P. GUERIN  
Notary Public, State of New York  
No. 01GU5069159  
Qualified in Richmond County  
Commission Expires Nov. 18, 1998

Johanna Guerin  
Notary Public