

12-14-1999

Form PTO-1594 (Rev. 6-93) OMB No. 0651-0011 (exp. 4/94)



101221546

R SHEET LY

U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Active, Inc. - Kalamazoo

- Individual(s) Association
General Partnership Limited Partnership
[X] Corporation-State (Michigan)
Other

Additional name(s) of conveying party(ies) attached? Yes [X] No

2. Name and address of receiving party(ies)

Name: CAMP, Inc.

Internal Address:

Street Address: 2010 East High Street

City: Jackson State: MI ZIP: 49203

- Individual(s) citizenship
Association
General Partnership
Limited Partnership
[X] Corporation-State Michigan
Other

If assignee is not domiciled in the United States, a domestic representative designation is attached? Yes No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- [X] Assignment Merger
Security Agreement Change of Name
Other

Execution Date: September 9, 1999

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,032,909

Additional numbers attached? Yes [X] No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: William G. Abbatt, Esq.

Internal Address: BROOKS & KUSHMAN P.C.

Street Address: 1000 Town Center

22nd Floor

City: Southfield State: MI Zip: 48075

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 3.41)

\$ 40.00

- [X] Enclosed
Authorized to be charged to Deposit Account

8. Deposit Account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

William G. Abbatt
Name of Person Signing

[Handwritten Signature]

Signature

11-24-99

Date

Total number of pages including cover sheet, attachments, and document: 3

Mail documents to be recorded with required cover sheet information to: Commissioner of Patents and Trademarks, Box Assignments Washington, D.C. 20231

TRADEMARK REEL: 001998 FRAME: 0265

12/13/1999 TTOMLK 0000139 10221546 40.00 01 FC:MI

ASSIGNMENT OF INTELLECTUAL PROPERTIES

THIS ASSIGNMENT OF INTELLECTUAL PROPERTIES, effective the 9th day of September 1999, is between ACTIVE, INC.- KALAMAZOO, a Michigan corporation ("Assignor"), and CAMP. INC., a Michigan corporation ("Assignee").

RECITALS

- A. The Assignor is the owner of all right, title and interest in and to certain intellectual properties relating to its business of manufacture and sale of post-mastectomy products manufacture and sale of other rubber based products, as specified below.
- B. The Assignor desires to assign all right, title and interest in these properties to the Assignee and the Assignee desires to accept such assignment.

AGREEMENTS

In consideration of the recitals and mutual agreements which follow and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignee and the Assignor agree as follows:

1. Assignment of Trademarks. The Assignor assigns and contributes to the Assignee, and the Assignee assumes: (i) all right, title and interest worldwide in and to the trademarks, trademark registrations, and applications for trademark registration listed in Attachment A attached hereto, and (ii) all of Assignor's goodwill associated with any of the above trademarks.

2. Assignment of Accrued Enforcement Rights. The Assignor assigns and contributes to the Assignee, and the Assignee assumes, any causes of action for infringement of any of the intellectual properties specified in Paragraph 1 that may have accrued prior to the execution date of this Agreement.

3. Further Assurances. The Assignor shall provide the Assignee, its successors, assigns or other legal representatives, cooperation and assistance at the Assignee's reasonable request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documentation as may be reasonably required): (1) in the preparation and prosecution of any applications for registration of the trademarks assigned pursuant to this Assignment; (2) in the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the trademarks assigned pursuant to this Assignment; and (3) in the implementation or perfection of this Assignment. The Assignor agrees that it shall not assist or encourage, through action or inaction, any challenge to the validity, enforceability or ownership of the intellectual property assigned hereby.

4. Governing Law. This Agreement shall be governed by the laws of the State of Michigan, without regards to any conflicts of laws provisions to the contrary.

IN WITNESS WHEREOF, we have hereunto set our hands and seal.

For ASSIGNOR, ACTIVE, INC.- KALAMAZOO:

BY: *Scott C. Peak*
Printed Name: Scott C. Peak
Title: President

State of Michigan)
 : SS
Kalamazoo County)

On this 9th day of September, 1999, before me appeared Scott C. Peak to me personally known, who, being by me duly sworn, did say that he is President of Active, Inc.- Kalamazoo, and that said instrument was signed on behalf of said corporation by authority of the Board of Directors.

[Seal] PATRICIA COLE MULLINS *Patricia Cole Mullins*
 NOTARY PUBLIC ALLEGAN CO., MI Notary Public, State of _____
 MY COMMISSION EXPIRES Feb 4, 2004 My commission _____
 Acting in Kalamazoo Co., MI.

ATTACHMENT A

Reg. No.

Issued

Mark

1,032,909

02/10/76

ACTIVE (Stylized)