

08-02-2001




101795960  
Trademarks:

To: The Honorable Commissioner  
Box: Assignments  
Washington, D.C. 20231 7-26-01

Please record the attached original documents:

<p>Name of Conveying Party(ies):</p> <p>Clinitex Medical Corporation 9801 Kincey Avenue, Suite 100 Huntersville, N.C. 28078</p> <p><input type="checkbox"/> Individual(s)  <input type="checkbox"/> General Partnership  <input checked="" type="checkbox"/> Corporation - State: North Carolina  <input type="checkbox"/> Association  <input type="checkbox"/> Limited Partnership  <input type="checkbox"/> Other</p> <p>Additional name(s) of conveying party(ies) attached? No</p> <p>Nature of Conveyance: Assignment</p> <p>Execution Date: July 10, 01.</p>	<p>Name and Address of receiving party(ies)</p> <p>FLA Orthopedics, Inc. 2881 Corporate Way Miramar, FL 33009</p> <p><input type="checkbox"/> Individual(s)  <input type="checkbox"/> General Partnership  <input checked="" type="checkbox"/> Corporation - State: Florida  <input type="checkbox"/> Association  <input type="checkbox"/> Limited Partnership  <input type="checkbox"/> Other</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached? (Designations must be a separate document from assignment) Additional names and addresses attached? No</p>
<p>Trademark Application Numbers:</p>	<p>Trademark Registration Numbers: 2,012,624</p>
<p>Correspondence address:</p> <p>Lee Anne LeBlanc, Esquire 1749 E. Hallandale Blvd. Suite 344 Hallandale, FL 33009</p>	<p>Total Number of Applications and Registrations involved: 1</p> <p>Total Fee enclosed: \$40.00</p>

**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.*

Lee Anne LeBlanc, Esquire  \_\_\_\_\_  
Signature

7/23/01  
Date

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

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TRADEMARK  
REEL: 002337 FRAME: 0981

## ASSIGNMENT OF TRADEMARK

### Parties:

The Assignor: CLINITEX MEDICAL CORPORATION, a corporation organized and existing under the laws of the State of North Carolina, located at 9801 Kinsey Avenue, Suite 100, Huntersville, North Carolina 28078,

The Assignee: FLA Orthopedics, a corporation organized and existing under the laws of the State of Florida, located at 2881 Corporate Way, Miramar, FL 33025.

### Recitals:

The Assignor wishes to assign to the Assignee the entire right, title to, interest in and all goodwill of the business associated with the mark

ANAGLIDE, Registered on the Principal Register in the United States Patent and Trademark Office on October 29, 1996, Registration No. 2,012,624

as well as all convention and treaty rights of all kinds throughout the world and all rights to enforce past infringement of the mark with the right to sue and collect.

WHEREFORE, for good and valuable consideration, the receipt of which is acknowledged by the Assignor, and in consideration of the representations and warranties contained in this Agreement, the parties agree as follows:

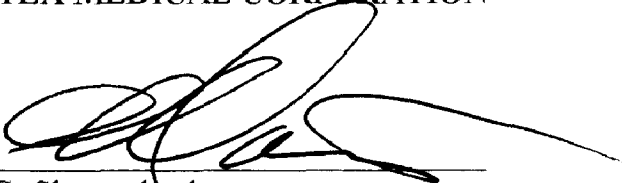
1. Assignor transfers and assigns to the Assignee any and all right, title to, interest in and all the goodwill of the business associated with the mark ANAGLIDE. Assignor transfers and assigns to the Assignee all convention and treaty rights of all kinds throughout the world associated with the mark ANAGLIDE. Assignor transfers and assigns to the Assignee all rights and benefits associated with the mark ANAGLIDE as fully and as entirely as if such rights and benefits had been held and enjoyed by the Assignee prior to this Agreement including, but not limited to the right to sue for past infringement, whether at law or in equity, and the right to collect any and all damages for past infringement.
2. Assignor warrants that the mark ANAGLIDE, to the best of its knowledge, is subsisting and is not invalid or unenforceable in whole or in part. Assignor warrants that there are no other assignments of rights or grants of licenses to third parties which have not been terminated as of the date of this Agreement. Assignor warrants that, to the best of its knowledge, Assignor's use of the mark is exclusive throughout the United States and does not infringe any rights or interests of third parties.
3. Assignor further warrants that it is the sole owner of the mark ANAGLIDE, that the mark is free and clear of all liens and encumbrances and that no other person or entity has or shall have any claim of ownership or other rights in the mark. Assignor further warrants that the mark is not the subject of any pending lawsuit and that there are no claims judgements or settlements with respect to the mark.
4. Assignor warrants that it has the full right, authority and power to transfer and to assign the

mark ANAGLIDE and that it has the full right, authority and power to enter into a binding agreement with the Assignee.

5. Assignee warrants that it has the full right, authority and power to enter into a binding agreement with the Assignor.
6. This Agreement shall be binding on the successors, assigns and other legal representatives of each party as well as their parent companies, affiliates, subsidiaries, predecessors, officers, directors, representatives and agents.
7. This Agreement sets out the entire understanding of the parties and supercedes and all other agreements, representations promises and negotiations, whether written or oral.
8. This Agreement shall not be modified except in a writing signed by all the parties.
9. Assignee shall, without further consideration, execute any additional documents as may be reasonably requested by the Assignee to prove and record this Assignment in the United States Patent and Trademark Office.


IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives on the date set out below.

CLINITEX MEDICAL CORPORATION

By:   
E.G. Slautterback  
Duly Authorized Officer.

Date: 7/10/01

FLA ORTHOPEDICS, INC.

By:   
E.G. Slautterback  
Duly Authorized Officer.

Date: 7/10/01