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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)



U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

Tab settings

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

1. Name of conveying party(ies):

Margaret M. Ancira

1-7-02

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

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

2. Name and address of receiving party(ies)

Name: Physician's Choice of Arizona Internal Inc.

Address:

Street Address: 8501 N. Scottsdale Road Suite 150

City: Scottsdale State: AZ Zip: 85253

- Individual(s) citizenship [] Association [] General Partnership [] Limited Partnership [] Corporation-State [X] Arizona [] 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:

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

Execution Date: January 3, 2002

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

A. Trademark Application No.(s)

78/050068

B. Trademark Registration No.(s)

Additional number(s) attached [] Yes [X] No

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

Name: Frank G. Long

Internal Address: Morrison & Hecker LLP

Street Address: 1850 N Central, Ste 2100

City: Phoenix State: AZ Zip: 85004

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 3.41).....\$ 40.00

- Enclosed [] Authorized to be charged to deposit account [X]

8. Deposit account number:

501383

DO NOT USE THIS SPACE

9. Signature.

Frank G. Long

Name of Person Signing

Signature

01-07-02

Date

Total number of pages including cover sheet, attachments, and document: 5

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

02/01/2002 6TOM11 00000041 501383 78050068

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ASSIGNMENT OF TRADEMARK RIGHTS

THIS ASSIGNMENT OF TRADEMARK RIGHTS (this "Assignment") is effective as of the 3rd day of January, 2002 (the "Effective Date"), by Margaret M. Aincira, an individual ("Assignor") to Physician's Choice of Arizona, Inc., an Arizona corporation ("Assignee").

WHEREAS, Assignor adopted, is using and is the owner of the trademark listed in the attached Schedule A (the "Mark") in her business; and

WHEREAS, Assignee has succeeded to the business, assets and appurtenant goodwill of the business symbolized by the Mark shown on Schedule A;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, the parties agree as follows:

1. Assignor does hereby sell, assign and transfer to Assignee, its successors and assigns, absolutely and forever as of the Effective Date, its entire right, title and interest, whether statutory or at common law, in and to the Mark, together with goodwill of the business symbolized by them throughout the world, and such other trademarks, service marks, trade names and trade dress as may be owned by Assignor and used in connection with the Mark, and all registrations and pending applications therefor, in the United States of America, its territories and possessions, and foreign countries listed in Schedule A, together with all causes of action for any and all previously occurring infringements of the rights being assigned and the right to receive and retain the proceeds relating to those infringements.

2. As of the Effective Date, all right, title and interest in the Mark shall be held and enjoyed by Assignee, for its own use and benefit and for the use and benefit of its successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and not been made. Without limitation to the foregoing, Assignor assigns with the Mark all associated income, royalties, damages and payments due from or payable by any third party (including, without limitations, damages and payments for past, present, or future infringements or misappropriations thereof) and any and all corresponding rights that, now or hereafter, may be secured throughout the world.

3. The Commissioner of Patents and Trademarks of the United States is requested to issue to the Assignee the Certificates of Registration for the United States Mark shown on Schedule A.

4. Assignor agrees to execute further papers and to do such other acts as may be necessary and proper to vest full title in and to the Mark in Assignee.

5. Assignor agrees and undertakes that it will not facilitate or assist any other person or entity to: (1) challenge the validity of this Assignment; (2) oppose or otherwise challenge any registration, renewal, or application for registration of the Mark in the U.S. or any other country in the name of Assignee; (3) challenge Assignee's rights to use, license or otherwise deal with the Mark in the U.S. or any other country; or (4) use the Mark (or any substantially identical or deceptively similar trademark) in the U.S. or any other country after the date of this Assignment, unless Assignors has the express, written authorization of Assignee to do so.

6. Assignor hereby represents and warrants that it has full right to convey the entire right, title and interest in the Mark herein assigned.

7. This Agreement may be executed in any number of counterparts, all such counterparts shall be deemed to constitute one and the same instrument, and each of the executed counterparts shall be deemed an original hereof.

IN WITNESS WHEREOF, Assignor has caused this Assignment of Trademark Rights to be executed and delivered as of the Effective Date.

Margaret M. Ancira

Margaret M. Ancira

STATE OF Arizona)
) ss.
County of Maricopa)

Sworn to and subscribed before me this 3rd day of January, 2002.

My Commission Expires:

Notary Public



Susan Rapp

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SCHEDULE A

TRADEMARK	COUNTRY	REGISTRATION OR APPLICATION No.	REGISTRATION OR FILING DATE
THERMO-FACIAL	USA	78/050068	02/23/2001

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