

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Innovative Resource Group, Inc.	CNR Health, Inc.	12/31/2000	CORPORATION: WISCONSIN

RECEIVING PARTY DATA

Name:	Innovative Resource Group, LLC
Street Address:	300 N. Executive Drive
City:	Brookfield
State/Country:	WISCONSIN
Postal Code:	53005
Entity Type:	CORPORATION: WISCONSIN

PROPERTY NUMBERS Total: 1

Property Type	Number
Registration Number:	1779315

CORRESPONDENCE DATA

Fax Number: (414)223-5000
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 414.273.2100
 Email: nrenouard@whdlaw.com
 Correspondent Name: Whyte Hirschboeck Dudek S.C.
 Address Line 1: 111 E. Wisconsin Avenue, Suite 2100
 Address Line 4: Milwaukee, WISCONSIN 53202

ATTORNEY DOCKET NUMBER:	CNR-30482
NAME OF SUBMITTER:	Nicole J. Renouard

Total Attachments: 1

900000759

**TRADEMARK
 REEL: 002675 FRAME: 0178**

CH \$40.00 1779315

ASSIGNMENT AND ASSUMPTION AGREEMENT

Innovative Resource Group, Inc., a Wisconsin corporation ("IRG Corp."), for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby transfers, assigns, sets over and delivers to Innovative Resource Group, LLC ("IRG LLC") effective as of 11:59 p.m. on December 31, 2000, (the "Effective Time"), all of the assets of IRG Corp. (the "Transferred Assets").


IRG Corp. hereby represents and warrants to IRG LLC that IRG Corp. is the true and lawful owner of the Transferred Assets with good and marketable title thereto and IRG Corp. has the lawful power, right and authority to transfer the Transferred Assets to IRG LLC. IRG Corp. does for itself, its successors and assigns, covenant and agree to and with IRG LLC, its successors and assigns, to warrant and defend the title to the Transferred Assets to IRG LLC, its successors and assigns.

IRG Corp. hereby further undertakes that it will execute such additional documents and take such further actions as may be reasonably required in order to confirm and further effectuate the transfer and assignment of the Transferred Assets to IRG LLC.


In addition, all rights of creditors and all liens upon any of the Transferred Assets shall be preserved unimpaired and all debts, liabilities and duties of IRG Corp. shall thenceforth attach to IRG LLC and may be enforced against IRG LLC to the same extent as if said debts, liabilities and duties had been incurred or contracted by it, provided, however, that all such liens shall attach only to those assets to which they were attached prior to the Effective Time.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Assumption Agreement to be executed as of the 31 day of December, 2000.

Innovative Resource Group, Inc.

By: 
Gail L. Hanson
Vice President & Treasurer

Innovative Resource Group, LLC

By: 
Gail L. Hanson
Vice President & Treasurer

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