

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Walksport America, Inc.		08/15/2002	CORPORATION: MINNESOTA

RECEIVING PARTY DATA	
Name:	Healthcare Dimensions Incorporated
Street Address:	9280 S. Kyrene Rd. Ste. 134
City:	Tempe
State/Country:	ARIZONA
Postal Code:	85284
Entity Type:	CORPORATION: ARIZONA

PROPERTY NUMBERS Total: 2		
Property Type	Number	Word Mark
Registration Number:	2607937	WALKSPORT
Registration Number:	1824663	WALKSPORT AMERICA

CORRESPONDENCE DATA	
Fax Number:	(602)631-9796
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	602.631.9100
Email:	pto_mfc@ellisvenable.com
Correspondent Name:	Michael F. Campillo
Address Line 1:	101 N. 1st Ave. Ste. 1875
Address Line 4:	Phoenix, ARIZONA 85003

ATTORNEY DOCKET NUMBER:	PHMC0720-009
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NAME OF SUBMITTER:	Michael F. Campillo
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ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT ("Agreement") is entered into as of August 15, 2002 by and between HEALTHCARE DIMENSIONS INCORPORATED, an Arizona corporation, ("Buyer") and WALKSPORT AMERICA, INC., a Minnesota corporation, ("Seller") for the sale and purchase of certain assets of Seller.

WHEREAS, upon the terms and subject to the conditions set forth in this Agreement, Seller desires to sell, assign, convey, and transfer to Buyer, and Buyer desires to purchase and acquire from Seller, substantially all of the tangible and intangible assets used in connection with the Business of Seller as more specifically described in this Agreement.

NOW, THEREFORE, in consideration of the premises, and the mutual representations, warranties, covenants, and agreements hereinafter set forth, and each intending to be legally bound hereby, the parties agree as follows:

1. **Purchase and Sale of Assets.** Subject to the terms and conditions of this Agreement, concurrently with the execution of this Agreement, Seller shall sell to Buyer, and Buyer shall purchase from Seller, all of the assets set forth on Exhibit A hereto (the "Assets").
2. **Assumption of Liabilities.** Buyer shall not assume, undertake, or agree to assume or become liable for, and shall purchase the Assets free and clear of, any obligation, liability, debt, payable, accrued expense, or responsibility of Seller (including but not limited to tax, environmental, and employee liabilities) whether due or to become due, asserted or unasserted, accrued or unaccrued, liquidated or unliquidated, contingent, executory, or otherwise, howsoever or whenever arising other than the assumed obligations set forth on Exhibit B hereto (the "Assumed Obligations").
3. **Bill of Sale.** Buyer and Seller shall execute an Omnibus Bill of Sale and Assignment and Assumption Agreement in the form of Exhibit C hereto.
4. **Employment Agreement.** Concurrently with the date hereof, Buyer shall enter into an employment agreement with Sara Donovan in substantially the form attached hereto as Exhibit D.
5. **Proprietary Rights Agreements.** Concurrently with the date hereof, Donovan shall execute Proprietary Rights Agreements in substantially the form attached hereto as Exhibit E.
6. **Purchase Price.** The purchase price for the Assets is One Dollar (\$1.00) and Buyer shall assume the Assumed Obligations.
7. **Representations and Warranties of Seller.** Seller represents and warrants, as of the date hereof, that:
 - 7.1 **Organization.** Seller is a corporation duly organized, validly existing, and in good standing under the laws of the State of Minnesota and has the requisite power and

authority to own, operate, or lease the properties that Buyer requires to carry on its businesses as such is now being conducted.

7.2 **Authority.** Seller has all requisite corporate power and authority to enter into and perform this Agreement and to consummate the transactions contemplated hereby. This Agreement, once executed by an authorized officer of Seller, is a valid and binding obligation of Seller, enforceable in accordance with its terms.

7.3 **Title to and Condition of Assets.** Seller has good, valid, and marketable title to all of the Assets, free and clear of all liens, pledges, security interests, charges, claims, restrictions and other encumbrances and defects of title of any nature whatsoever, except for the Assumed Obligations. All personal property is in good operating condition and repair, subject to normal wear and tear and maintenance, will be usable in the regular and ordinary course of business of the Buyer.

7.4 **Contracts and Commitments.** Each of the Contracts is valid and enforceable in accordance with its terms, no party is in default in the performance, observance, or fulfillment of any material obligation, covenant, or condition contained therein, and no event has occurred which with or without the giving of notice or lapse of time, or both, would constitute a default thereunder. The Contracts will continue in full force and effect, and the Buyer will continue to enjoy all of the benefits of the Contracts following the Closing without notice to or the consent of any party, except as may be required under the terms of the Contracts. The Contracts are freely assignable by Seller and any consents necessary to the assignment thereof have been obtained by Seller. Seller is not aware of any reason why any Contract would not be renewed by the other party thereto upon its expiration.

7.5 **Intangible Assets.** All of the intangible assets are valid and not subject to revocation. Seller has not infringed, and is not now infringing on any trade name, trademark, service mark, or copyright belonging to any other person, firm, or corporation. Seller owns and or holds adequate licenses or other rights to use all of the intangible assets necessary for its business as now conducted by it, and that use does not, and will not, conflict with, infringe upon, or otherwise violate any rights of others. Seller has not granted any licenses of any of its intangible assets.

7.6 **Litigation.** There is no suit, action, arbitration, or legal, administrative, or other proceeding, or governmental investigation pending or threatened against or affecting Seller or the Assets, or any officers or employees of Seller with respect to their activities as such officers or employees, or relating to the transactions contemplated by this Agreement.

7.7 **Compliance with Laws.** Seller has complied with all, and is not in material violation of any, law, rule, or regulation to which it or the Business or Assets is or are subject and has not failed to obtain or adhere to the requirements of any license, permit, or authorization necessary to the ownership of the Assets or the conduct of the Business, which noncompliance, violation, or failure to obtain or adhere might adversely affect the Business or Assets, or the Company's prospects or condition (financial or otherwise) following the Closing. Seller has not been charged or threatened with, is not under any investigation, and has not received any notice, with respect to any charge concerning any violation of any provision of any

federal, state, local, or foreign law, regulation, ordinance, order, or administrative ruling, and Seller is not in default with respect to any such order, writ, injunction, decree of any court, agency or instrumentality.

7.8 **No Breach or Violation; Consents.** The execution, delivery, and performance of this Agreement and the consummation of the transactions contemplated hereunder and thereunder will not contravene, violate, or breach: (i) any law, rule, or regulation to which Seller is subject; (ii) any judgment, order, writ, injunction, decree, or award of any court or arbitrator or governmental or regulatory official, body, or authority that is applicable to Seller; or (iii) any indenture, agreement, commitment, lease, plan, license, permit, authorization, or other instrument, document, or understanding, oral or written, to which Seller is a party, or by which any of the Assets may be bound or affected. The execution, delivery, and performance of this Agreement, and the consummation of the transactions contemplated hereby and thereby by Seller shall not require the consent of any other party, or give any party under any of the agreements or instruments described above the right to terminate, modify, accelerate, or otherwise change the existing rights or obligations of Seller thereunder. No authorization, approval, or consent and no registration or filing with any governmental or regulatory official, body, or authority is required in connection with the execution, delivery, and performance of this Agreement.

7.9 **Insurance.** Seller has maintained and now maintains insurance on the Assets and the Business of a type customarily insured, covering property damage and loss of income by fire or other casualty, as well as adequate insurance protection against all liabilities, claims and risks against which it is customary to insure. All policies of insurance carried by Seller are in full force and effect, and Seller has not done or omitted to do or suffered anything to be done which has or might render such policies void or voidable.

7.10 **Full Disclosure.** No representation or warranty of Seller and no statement, schedule, or certificate furnished, or to be furnished by or on behalf of Seller to Buyer, or its agent pursuant to this Agreement or in connection with the transactions contemplated hereby, when reviewed in the context of all the information furnished, contains, or will contain, any untrue statement of a material fact, or omits, or will omit, a material fact necessary in order to make the statements contained herein or therein not misleading.

7.11 **Brokers.** No broker or finder has acted for Seller in connection with this Agreement or the transactions contemplated hereby. Seller has not paid or become obligated to pay any fee or commission to any broker, finder, investment banker, or other intermediary in connection with the transactions contemplated by this Agreement.

8. **Representations and Warranties of Buyer.** Buyer represents and warrants, as of the date hereof, that:

8.1 **Organization.** Buyer is a corporation duly organized, validly existing, and in good standing under the laws of the State of Arizona and has the requisite power and authority to own, operate, or lease the properties that Buyer requires to carry on its businesses as such is now being conducted.

8.2 **Authority.** Buyer has all requisite corporate power and authority to enter into and perform this Agreement and to consummate the transactions contemplated hereby. This Agreement is a valid and binding obligation of Buyer, enforceable in accordance with its terms.

8.3 **No Breach or Violation; Consents.** The execution, delivery, and performance of this Agreement and related transactions will not contravene, violate, or breach: (i) any law, rule, or regulation to which Buyer is subject; (ii) judgment, order, writ, injunction, decree, or award of any court or arbitrator or governmental or regulatory official, body, or authority that is applicable to Buyer; or (iii) any indenture, agreement, contract, commitment, lease, plan, license, permit, authorization, or other instrument, document, or understanding, oral or written, to which Buyer is a party or by which Buyer may be bound or affected. The execution, delivery, and performance of this Agreement and the related transactions by Buyer shall not require the consent of any other party, or give any party under any of the agreements or instruments described above the right to terminate, modify, accelerate, or otherwise change the existing rights or obligations of Buyer hereunder or thereunder. No authorization, approval, or consent and no registration or filing with a governmental or regulatory official, body, or authority is required in connection with the delivery and performance of this Agreement by Buyer.

8.4 **Litigation.** There is no suit, action, arbitration, or legal, administrative or other proceeding, or governmental investigation pending or threatened against or affecting Buyer, or its business or assets, that relate to the transactions contemplated by this Agreement.

8.5 **Brokers.** No broker or finder has acted for Buyer in connection with this Agreement or the transactions contemplated hereby. Buyer has not paid or become obligated to pay any fee or commission to any broker, finder, investment banker, or other intermediary in connection with the transactions contemplated by this Agreement.

9. **Indemnification.**

9.1 **Indemnification by Seller.** After the date hereof, Seller shall indemnify and hold Buyer harmless on demand on a dollar-for-dollar basis for, from, and against all losses, actual damages, liabilities, claims, demands, obligations, deficiencies, payments, judgments, settlements, costs, and expenses of any nature whatsoever (including without limitation the costs and expenses of any and all investigations, actions, suits, proceedings, demands, assessments, judgments, settlements, and compromises relating thereto, and reasonable attorneys' and others fees in connection therewith) ("**Losses**") resulting from, arising out of, or due to, directly or indirectly, the following:

9.1.1 Any inaccuracy or misrepresentation in, or breach or nonfulfillment of, any representation or warranty of Seller, or any breach or nonfulfillment of any covenant of Seller, contained in this Agreement, in any Exhibit delivered hereunder by Seller, or in any certificates or documents delivered by Seller pursuant to this Agreement; and

9.1.2 Any and all obligations that are not Assumed Obligations (whether or not disclosed to Buyer); and

9.1.3 The use, ownership, or operation of the Assets prior to Closing.

9.2 **Indemnification by Buyer.** After the date hereof Buyer shall indemnify and hold Seller harmless on demand on a dollar-for-dollar basis for, from, and against any and all Losses resulting from, arising out of, or due to, directly or indirectly, the following:

9.2.1 Any inaccuracy or misrepresentation in, or any breach or nonfulfillment of, any representation or warranty of Buyer, or any breach or nonfulfillment of any covenant of Buyer, contained in this Agreement, in any Exhibit or Schedule delivered hereunder by Buyer, or in any certificates or documents delivered by Buyer pursuant to this Agreement; and

9.2.2 Any and all Assumed Obligations.

9.3 **Survival of Certain Provisions.**

9.3.1 **Survival of Representations and Warranties.** All representations and warranties contained herein, in the Exhibits hereto, or in any certificates or other documents delivered pursuant hereto, shall not be deemed to be waived or otherwise affected by any prior knowledge of, or any investigation made by or on behalf of, any party hereto. Each and every such representation and warranty shall survive this Agreement and remain in full force and effect for two (2) years after the date hereof, except for those representations and warranties made in connection with or arising out of Subsection 7.3 (Title), which shall survive this Agreement and remain in full force and effect either (i) until expiration of any rights of Buyer or any third party under law or equity with respect thereto, it being understood and agreed that Buyer, upon written notice to Seller, may waive or toll any applicable statute of limitation in Buyer's sole discretion or (ii) for an indefinite period without end if no statute of limitation applies.

9.3.2 **Indemnification Provisions.** Each indemnification provision contained herein shall survive this Agreement and remain in full force and effect in accordance with its terms until the obligations arising thereunder have been fully performed and discharged.

9.4 **Limitations.** For purposes of this Section 9, neither Seller nor Buyer shall be entitled to make any claim for indemnification under this Section 9, with respect to the breach of any particular representation and warranty contained herein (i) after the date on which such representation and warranty ceases to survive as provided herein; provided, however, that, if prior to the date on which such representation and warranty ceases to survive, the Indemnitor shall have received written notification of a claim for indemnity hereunder specifying in reasonable detail the basis of any such claim, and such claim shall not have been finally resolved or disposed of at such date, such claim shall continue as a basis for indemnity until it is finally resolved or disposed of, subject to applicable statutes of limitation.

9.5 **Defense of Third Party Claims.**

9.5.1 **Notice.** No right to indemnification hereunder shall be available to an Indemnified Party with respect to a claim from any person not a party to this Agreement unless such Indemnified Party shall have given to the Indemnitor a written notice (a "**Claim Notice**") describing in reasonable detail the facts giving rise to the claim for indemnification hereunder and enclosing a copy of any papers served, promptly upon the Indemnified Party

becoming aware of such facts. In the case of a lawsuit being filed against any Indemnified Party, "promptly" shall mean as soon as practicable but in no event later than thirty (30) days after the Indemnified Party is served with notice of the suit. The failure to notify the Indemnitor under this Subsection 9.4.1 shall not relieve the Indemnitor of any liability that it may have to the Indemnified Party otherwise than under this Section 9 unless such failure to notify shall have resulted in the waiver of any affirmative defenses to any third party claims, whereupon such liability of the Indemnitor to the Indemnified Party under this Section 9 shall be reduced only to the extent the Indemnitor must pay any such third party claim by reason of the waiver of an affirmative defense.

9.5.2 **Defense of Claims.** Upon receipt by the Indemnitor of a Claim Notice, the Indemnitor may participate in, and at the request of the Indemnified Party shall assume, the administration and defense of the claim described therein. The Indemnified Party shall have the right to approve the Indemnitor's selection of counsel with respect to any such claim, such approval not to be withheld unreasonably. The fees and expenses of the Indemnitor's counsel as well as the fees and expenses of the Indemnified Party shall be borne by the Indemnitor.

9.5.3 **Settlement.** Any Indemnified Party shall give written notice to the Indemnitor of any proposed settlement of any third party claim. The Indemnitor shall have the right, in its sole discretion, to settle with money any claim for which indemnification has been sought hereunder. Notwithstanding the foregoing, however, in the case where Buyer is the Indemnified Party, Seller shall have no right to settle any such claim by agreeing to, or committing to agree to on behalf of the Indemnified Party, any encumbrance, lien, or pledge of the Assets or any restriction on the use of the Assets. An Indemnified Party may refuse to accept a settlement proposed by the Indemnitor, but in such event (other than a proposed settlement described in the foregoing sentence) the Indemnitor shall not be obligated to pay more than the amount for which the Indemnitor was willing to settle the claim (and any other Losses associated with such settlement), and the Indemnified Party shall be responsible for all Losses greater than such amount. Except following the refusal by an Indemnified Party to accept a settlement proposed by the Indemnitor, under the condition set forth in the preceding sentence, no Indemnified Party may settle a claim for which indemnification has been sought hereunder.

9.5.4 **Cooperation.** Any Indemnified Party shall make available to any Indemnitor and its attorneys and accountants all books, records, and documents relating to any claim hereunder, and the parties shall render to each other reasonable assistance in the defense of any claim hereunder which arises as the result of claims made by persons not a party to this Agreement.

10. **Tax Matters.**

10.1 **Seller's Obligations.** Seller acknowledges its legal obligation to pay taxes relating to all items of income, loss, gain, deduction, and credit attributable to or relating to the ownership of the Assets up to and including the date hereof.

10.2 **Buyer's Obligations.** Buyer acknowledges its legal obligations to pay taxes relating to all items of income, loss, gain, deduction, and credit attributable to or relating to ownership of the Assets after the date hereof.

11. **Publicity.** Buyer and Seller shall coordinate all publicity relating to this Agreement and the transactions contemplated hereby, and no party shall issue any press release, publicity statement, or other public notice relating thereto without providing the same to the other party for review at least three (3) business days prior to release; provided, that either party may make such disclosures as are necessary or advisable to comply with its obligations under applicable law and accounting principles. Seller shall obtain the prior consent of Buyer to the form and content of any application or report made to any legal, regulatory, or taxing authority or similar agency relating to the transactions contemplated hereby, other than applications or reports, or portions thereof, required to be submitted to any such authority or agency on a confidential basis.

12. **Further Assurances.** Seller and Buyer shall each use their best efforts to take all actions necessary, proper, or deemed by them advisable, to fulfill promptly their obligations hereunder and to consummate the transactions contemplated by this Agreement. Seller and Buyer will coordinate and cooperate with each other in exchanging such information and supplying such reasonable assistance as may be requested by the other in connection with the foregoing. From time to time after the Closing, each party will, at the expense of the other party, execute and deliver, or cause to be executed and delivered, such documents to the other party as the other party may reasonably request in order to more effectively consummate the transactions contemplated by this Agreement.

13. **Miscellaneous.**

13.1 **Entire Agreement.** This Agreement, including the Exhibits hereto, contain all of the terms, conditions, and representations and warranties agreed upon by the parties relating to the subject matter of this Agreement and supersede all prior agreements, negotiations, correspondence, undertakings, and communications of the parties, oral or written, respecting such subject matter.

13.2 **Binding Effect; Assignment.** No party to this Agreement may assign or delegate, by operation of law or otherwise, all or any portion of its rights, obligations or liabilities under this Agreement without the prior written consent of the other party to this Agreement, which it may withhold in its absolute discretion.

13.3 **Governing Law; Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona and of the United States without giving effect to the doctrine of conflicts of laws. Buyer and Seller each agree that the federal and state courts located within the State of Arizona shall have exclusive jurisdiction as to all matters, actions, claims, or disputes arising out of this Agreement or the transactions contemplated hereby, and except as otherwise contemplated herein.

13.4 **Bulk Sales Laws.** Seller and Buyer waive compliance with any applicable Bulk Sales law. Seller shall indemnify and hold harmless Buyer against all liability, damages, or expense that Buyer may suffer due to Seller's failure to so comply.

13.5 **Expenses.** Except as otherwise provided in this Agreement, each of the respective parties to this Agreement shall pay their own costs and expenses (including all legal and accounting fees) relating to this Agreement, the negotiations leading up to this Agreement, and the transactions contemplated by this Agreement.

13.6 **Amendment.** This Agreement shall not be amended or modified except by a writing duly executed by Seller and Buyer.

13.7 **Notices.** All notices, requests, demands, and other communications made in connection with this Agreement shall be in writing and shall be deemed to have been duly given on the date of delivery, if delivered by hand or by facsimile (with machine confirmation) to the persons identified below, or three (3) days after mailing if mailed by certified or registered mail, postage prepaid, return receipt requested, addressed as follows:

If to Buyer:

Healthcare Dimensions Incorporated
9280 South Kyrene Road
Suite 134
Tempe, AZ 85284
Attn: Robert Jacques
Telephone: (480) 783-9555
Fax: (480) 598-3540

With a copy to:

Osborn Maledon, P.A.
2929 North Central Avenue
Suite 2100
Phoenix, Arizona 85012
Attention: Thomas H. Curzon, Esq.
Telephone: (602) 640-9308
Fax: (602) 640-6067

If to Seller:

Sara Donovan
Walksport America, Inc.
2521 Concord Way
Mendota Heights, MN 55120
Telephone: (651) 994-0833

With a copy to:

Leonard, Street & Deinard, P.A.
150 S. 5th Street
Suite 2300
Minneapolis, MN 55402
Attn: Steven D. DeRuyter
Telephone: (612) 335-1569
Fax: (612) 335-1657

Such addresses may be changed, from time to time, by means of a notice given in the manner provided in this Section. Copies to counsel shall not constitute notice.

13.8 **Severability.** If any term, provision, condition, or covenant of this Agreement or the application thereof to any party or circumstances shall be held to be invalid or unenforceable to any extent in any jurisdiction, then the remainder of this Agreement and the application of such term, provision, condition, or covenant in any other jurisdiction or to persons or circumstances other than those as to whom or which it is held to be invalid or unenforceable,

shall not be affected thereby, and each term, provision, condition, and covenant of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

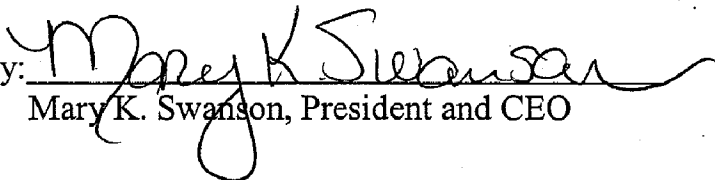
13.9 **Waiver.** Waiver of any term or condition of this Agreement by either of the respective parties shall only be effective if in writing and shall not be construed as a waiver of any subsequent breach or failure of the same term or condition, or a waiver of any other term or condition, of this Agreement.

13.10 **Construction.** All references in this Agreement to the singular shall include the plural, the plural shall include the singular where applicable, and all references to gender shall include both genders and the neuter. All references in this Agreement to days shall be calendar days unless specified as business days. All accounting terms not otherwise identified herein shall have the meanings assigned to them in accordance with GAAP consistently applied.

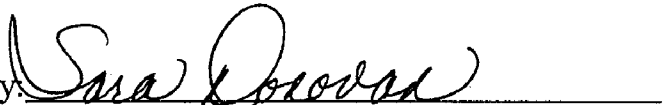
EXECUTION AND DELIVERY

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement with legal and binding effect as of the date and year first above written.

**HEALTHCARE DIMENSIONS
INCORPORATED**, an Arizona corporation

By: 
Mary K. Swanson, President and CEO

WALKSPORT AMERICA, INC., a
Minnesota corporation

By: 
Sara Donovan, President

LIST OF EXHIBITS

- Exhibit A - Assets
- Exhibit B - Assumed Obligations
- Exhibit C - Bill of Sale and Assignment and Assumption Agreement
- Exhibit D - Sara Donovan Employment Agreement
- Exhibit E - Proprietary Rights Agreement

EXHIBIT A

ASSETS

Seller assets (as they exist on the date of this Agreement net of intercompany transactions) to be purchased by Buyer:

1. \$50,000 ^{SD} of cash, marketable securities, and other investments.
2. All fixed assets and supplies (current value \$25281.85) ^{SD}
3. All posters, signage, and implementation guides.
4. All rights and interests of Seller to and in the website at <http://www.walksport.com>
5. All intangible assets of Seller including, but not limited to, all trademarks, tradenames, copyrights, patents, customer lists, and customer contracts, including without limitation all rights to the registered trademark "WALKSPORT" and to the registered trademark "WALKSPORT AMERICA."
6. All right and interests of Seller to and in the following agreements (the "Contracts")
 - (a) Sublease dated July 26, 2001 between Seller and Mary Daly Woxniak/Colleen Dwyer Siqveland;
 - (b) Software Agreement dated August 29, 2000 between Seller and Daniel R. Everson;
 - (c) Lease Agreement dated November 16, 2000 between Seller and Robert G. Teigen and Jane E. Teigin;
 - (d) Sponsorship Agreement for 2002 between Seller and New Balance Athletic Shoe, Inc.;
 - (e) Working Agreement dated March 4, 2002 between Seller and General Growth Management Inc.;
 - (f) Letter of agreement dated December 17, 2001 between Seller and Mall of America;
 - (g) Silver Sneakers® Provider Agreement effective April 1, 2002 between Seller and HCD;
 - (h) Contract Agreement dated July 1, 2002 between Seller and Phlayne Anderson; and
 - (i) Marketing Services Contract effective July 1, 2002 between Seller and Hot Dish Advertising, LLC.

EXHIBIT B

ASSUMED OBLIGATIONS

Buyer shall assume all obligations of Seller under the Contracts but only to the extent that such liabilities first accrue or arise after the date of this Agreement for reasons other than any breach, violation or default by Seller of the terms of the Contracts.

EXHIBIT C

**OMNIBUS BILL OF SALE AND
ASSIGNMENT AND ASSUMPTION AGREEMENT**

[attached hereto]

**OMNIBUS BILL OF SALE AND
ASSIGNMENT AND ASSUMPTION AGREEMENT**

THIS OMNIBUS BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT, dated August 15, 2002 is between **HEALTHCARE DIMENSIONS INCORPORATED**, an Arizona corporation, ("**Buyer**") and **WALKSPORT AMERICA, INC.**, a Minnesota corporation, ("**Seller**"). All capitalized terms not defined in this Agreement shall have the meanings set forth in the Asset Purchase Agreement dated August 15, 2002 between Buyer and Seller ("**Purchase Agreement**").

FOR GOOD AND VALUABLE CONSIDERATION, the parties agree as follows:

1. **Transfer.** Seller hereby sells, transfers, assigns, and conveys unto Buyer each and all of the Assets and all of the right, title, and interest of Seller in the Assets.
2. **Warranty.** Seller warrants to Buyer, its successors and assigns, that the Assets are transferred pursuant to the representations and warranties of Seller in the Purchase Agreement.
3. **Covenant.** Seller covenants that it will (a) from time to time, if required by Buyer or its successors or assigns, do, execute, acknowledge, and deliver all such further acts and documents as may be reasonably requested by Buyer in order to better assure, convey, transfer, and assign all of the Assets to Buyer; and (b) to the extent required by the provisions of the Purchase Agreement, warrant and defend the Assets against all claims and demands.
4. **Additional Documents.** Buyer shall execute any additional documents and take any further actions required to give effect to the intentions and purposes of this Agreement.
5. **Binding Effect; Governing Law; Counterparts.** This Agreement will be binding upon and inure to the benefit of the parties and their successors and assigns. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona and of the United States without giving effect to the doctrine of conflicts of laws. This Agreement may be executed in counterparts.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned have executed this Agreement on the date hereof.

BUYER

**HEALTHCARE DIMENSIONS,
INCORPORATED**, an Arizona corporation

By: Mary K Swanson
Mary K. Swanson, President and CEO

SELLER

WALKSPORT AMERICA, INC., a
Minnesota corporation

By: Sara Donovan
Sara Donovan, President

TRADEMARK

REEL: 002782 FRAME: 0933

EXHIBIT D

SARA DONOVAN EMPLOYMENT AGREEMENT

[attached hereto]

ORIG
IN EE FILE

EXHIBIT E

PROPRIETARY RIGHTS AGREEMENT

[attached hereto]

*ORIGINALS
IN EE FILE*