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U.S. DEPARTMENT OF COMMERCE U.S. 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): Worldwide Medical Corporation
Individual(s) Association General Partnership Limited Partnership Corporation-State Other
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: ZHC Holding LLC
Internal Address: Third Floor
Street Address: 1040 Broad St.
City: Shrewsbury State: NJ Zip: 07702
Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Other Limited Liability Company
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 Merger Security Agreement Change of Name Other
Execution Date: April 17, 2003

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
B. Trademark Registration No.(s) 1955818
Additional number(s) attached Yes No

6. Total number of applications and registrations involved: 1

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Helen E. Quick
Internal Address: Epstein Becker & Green, P.C. Suite 700
Street Address: 1227 25th Street, N.W.
City: Washington State: DC Zip: 20037

7. Total fee (37 CFR 3.41) \$ 40.00
Enclosed Authorized to be charged to deposit account
8. Deposit account number: N/A
(Attach duplicate copy of this page if paying by deposit account)

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.
Helen E. Quick
Name of Person Signing Signature Date 4/30/03
Total number of pages including cover sheet, attachments, and document: 5

09/17/2003 DBYRNE 00000141 1955818 01 FC:8521

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

TRADEMARK REEL: 002826 FRAME: 0300

ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS (this "Assignment") is made as of April 17, 2003 by Worldwide Medical Corporation, a Delaware corporation (the "Assignor") and ZHC Holding, LLC, a Delaware limited liability company (the "Assignee") pursuant to, and for the consideration set forth in, that certain Asset Purchase Agreement dated as of the date hereof between Assignor and Assignee (the "Asset Purchase Agreement"). Capitalized terms used without definition in this Assignment shall have the meanings assigned to them in the Asset Purchase Agreement.

W I T N E S S E T H

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement pursuant to which Assignor is transferring and assigning to Assignee certain Assets;

WHEREAS, upon the terms and conditions set forth herein, Assignor desire to assign to Assignee certain rights and obligations in and under the Assets.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. Assignment. Assignor does hereby assign to Assignee all right, title and interest in all of the Assets, including, without limitation, those Assets, as defined in the Asset Purchase Agreement.
2. Authorization. Assignor further authorizes the commissioner of patents and trademarks of the United States to record all trademarks and patents transferred hereunder and title thereto, including but not limited to the registration attached hereto as Exhibit A, as the property of the Assignee, its successors, legal representatives and assigns in accordance with the terms of this Agreement, and to issue the same to the said Assignee, its successors, legal representatives and assigns, in accordance with the terms of this instrument.
3. Further Assurances. Assignor further covenants and agrees on behalf of Assignor, its successors, legal representatives and assigns that it will cooperate with Assignee, its successors, legal representatives and assigns, in any legal proceeding regarding the Assets transferred pursuant hereto, (excluding any brought by Assignee, its successors, legal representatives and assigns) at the expense of Assignee, sign all papers, execute all divisional, continuing and reissue applications, make all rightful oaths and generally provide reasonable assistance and deliver all additional instruments or documents to carry out the intent and perfect the rights granted in this instrument, all upon reasonable request therefor and provided that the same are not unduly burdensome or time-consuming.

4. Waiver. Assignor waives and quitclaims to Assignee any and all claims, of any nature whatsoever, which Assignor now or may hereafter have with respect to the Assets rights transferred pursuant hereto or for infringement of any Assets transferred pursuant hereto.

5. Binding Effect. This Assignment shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns and legal representatives. This Assignment is not intended, and shall not be construed, deemed or interpreted, to confer on any person not a party hereto any rights or remedies hereunder.

6. Controlling Agreement. This Assignment, the Asset Purchase Agreement and the other documents delivered pursuant thereto constitute the entire agreement and understanding between Assignors and Assignee and supersede all prior agreements and understandings, both written and oral, relating to the subject matter of this Assignment. In the event of a conflict or inconsistency between this Assignment and the Asset Purchase Agreement, the Asset Purchase Agreement shall govern and control. This Assignment may be amended, modified or supplemented, and any right hereunder may be waived, if, but only if, that amendment, modification, supplement or waiver is in writing and signed by Assignors and Assignee. The waiver of any of the terms and conditions hereof shall not be construed or interpreted as, or deemed to be, a waiver of any other term or condition hereof.

7. Effective Time. This Assignment shall be effective immediately upon execution and delivery by both parties hereto.

8. Counterparts. This Agreement may be executed by facsimile and in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument. Any signature page delivered by a fax machine or telecopy machine shall be binding to the same extent as an original signature page, with regard to any agreement subject to the terms hereof or any amendment thereto. Any party who delivers such a signature page agrees to later deliver an original counterpart to any party which requests it.

[Signatures Begin on Next Page]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment of Intellectual Property Rights as of the date first set forth above.

WORLDWIDE MEDICAL CORPORATION

By: Kevin J. Gadowski
Name: Kevin J. Gadowski
Title: COO, CFO Director

ZHC HOLDING, LLC

By: Douglas A. Konec
Name: DOUGLAS A. KONEC
Title: MANAGER

EXHIBIT A

Registration No. 1955818; Serial No. 74/562878; Registration Date 2/13/96; Mark: "FIRST CHECK"