

10-24-2003

U.S. DEPARTMENT OF COMMERCE
RECORDATION FORM COVER SHEET Patent
TRADEMARKS ONLY



To the Honorable Commissioner of Patents and

102583222

original document or copy thereof.

1. Name of Party(ies) conveying an interest:

StretchRite, Inc.
7107 South Yale, #347
Tulsa, Oklahoma 74136

10-2-03

2. Name and Address of Party(ies) receiving an interest:

Medi-Dyne Healthcare Products, Ltd.
6221 Colleyville Blvd, Suite 150
Colleyville, Texas 76034

- Individual(s)
- General Partnership
- Corporation -Oklahoma
- Other

- Association
- Limited Partnership

- Individual
- General Partnership
- Corporation
- Other -
- Citizenship

- Association
- Limited Partnership - Texas

3. Interest Conveyed:

- Assignment
- Security Agreement
- Other

- Change of Name
- Merger

If not domiciled in the United States, a domestic representative designation is attached:

- Yes
- No

Effective Date: August 15, 2003

4. Application number(s) or registration number(s). Additional sheet attached?

Yes No

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 2,285,365 and 2,404,793

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

Name: Thomas R. Felger, Esq.
Baker Botts L.L.P.
Street Address: 2001 Ross Avenue, Suite 600
City: Dallas
State: Texas Zip: 75201-2980

6. Number of applications and registrations involved: Two (2)

7. Amount of fee enclosed or authorized to be charged: \$65
Enclosed

8. Deposit account number (Attach duplicate copy of this form if paying by deposit account):
50-2147



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10/23/2003 DBYRNE 00000083 2285365

10-02-2003

U.S. Patent & TMO/c/TM Mail Rcpt Dt #11

01 FC:8521 40.00 OP
02 FC:8522 25.00 OP

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.

B. K. Drinkwater
Name of Person Signing

Signature

Date

10-1-2003

Total number of pages including cover sheet

6

OMB No. 0651-0011 (exp. 4/94)

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Mail documents to be recorded with required cover sheet information:

Commissioner of Patent and Trademarks
Box Assignments
Washington, D.C. 20231

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TRADEMARK ASSIGNMENT

WHEREAS, this Trademark Assignment is made as of this 15th day of August, 2003, by StretchRite, Inc., an Oklahoma corporation ("Assignor"), having its principal place of business at 7107 South Yale, #247, Tulsa, Oklahoma 74136, in favor of Medi-Dyne Healthcare Products, Ltd., a Texas limited partnership ("Assignee"), having its principal place of business at 6221 Colleyville Blvd., Suite 150, Colleyville, Texas 76034. Assignor is the owner of those marks now registered in the United States Patent and Trademark Office as more particularly described on Exhibit A, attached hereto and incorporated for all purposes by reference (the "Marks"); and

WHEREAS, Assignee is desirous of acquiring the Marks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign, sell, transfer, and convey unto Assignee and its successors and assigns, Assignor's entire right, title, and interest in and to the Marks, together with that part of the good will of Assignor's business connected with the use of and symbolized by the Marks and the registration thereof, in the United States and throughout the world, and the entire right, title, and interest in and to any and all claims and demands Assignor may have either at law or in equity arising out of past, present, or future infringement of the Marks, and including all common-law and other rights in the Marks.

Assignor covenants that it has full right to make this assignment, and agrees that it will do everything possible to aid Assignee, its successors and assigns to defend and enforce the Marks. Assignor further warrants and represents that Assignor has full and unencumbered legal and equitable title to the Marks and will provide Assignee with instruments, papers and evidence to support any of the foregoing to the extent such evidence is in the possession or control of Assignor.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, Assignor has caused these presents to be duly executed as of the date first written above.

ASSIGNOR:

StretchRite, Inc.,
an Oklahoma corporation

By: Scott Powers
Scott Powers, *President*

ASSIGNEE:

Medi-Dyne Healthcare Products, Ltd.,
a Texas limited partnership

By: Medi-Dyne Healthcare Products
Companies, LLC,
a Texas limited liability company,
its General Partner

By: _____
Craig DiGiovanni, *Vice President*

STATE OF Oklahoma §
 §
COUNTY OF Delaware §

BEFORE ME, the undersigned authority, on this 15 day of August, 2003, personally appeared Scott Powers, the President of StretchRite, Inc., an Oklahoma corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and the consideration therein expressed, in the capacity therein stated.

Given under my hand and seal of office this 15 day of August, 2003.

Leticia Ann Swett

Notary Public, State of Oklahoma

My commission expires:
4-29-05

STATE OF TEXAS §
 §
COUNTY OF §

BEFORE ME, the undersigned authority, on this ___ day of August, 2003, personally appeared Craig DiGiovanni, the Vice President of Medi-Dyne Healthcare Products Companies, LLC, a Texas limited liability company, the General Partner of Medi-Dyne Healthcare Products, Ltd., a Texas limited partnership, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and the consideration therein expressed, in the capacity therein stated.

Given under my hand and seal of office this ___ day of _____, 2003.

Notary Public, State of Texas

My commission expires:

IN WITNESS WHEREOF, Assignor has caused these presents to be duly executed as of the date first written above.

ASSIGNOR:

StretchRite, Inc.,
an Oklahoma corporation

By: _____
Scott Powers, *President*

ASSIGNEE:

Medi-Dyne Healthcare Products, Ltd.,
a Texas limited partnership

By: Medi-Dyne Healthcare Products
Companies, LLC,
a Texas limited liability company,
its General Partner

By: 
Craig DiGiovanni, *Vice President*

**EXHIBIT A
TO
TRADEMARK ASSIGNMENT**

<u>NAME</u>	<u>REGISTRATION #</u>	<u>DATE</u>
Stretch Appeal	2,404,793	11/14/00
Stretch Rite & Design	2,285,365	10/12/99

533666.1

RECORDED: 10/02/2003

TRADEMARK
REEL: 002850 FRAME: 0381