

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

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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: Health Sense International, Inc. [] Individual(s) [] Association [] General Partnership [] Limited Partnership [x] Corporation-State Oregon [] Other Additional name of conveying party) attached? [] Yes [x] No

2. Name and address of receiving party: Name: Accelerated Care Plus Corp. Address: 9855 Double R Boulevard Internal Address: City: Reno State: Nevada Zip: 89521 [] Individual(s) citizenship [] Association [] General Partnership [] Limited Partnership [x] Corporation-State Delaware [] Other If assignee is not domiciled in the United States, a domestic representative designation is attached: [] Yes [x] No (Designations must be a separate document from assignment) Additional names & addresses attached? [] Yes [x] No

3. Nature of conveyance: [x] Assignment [] Merger [] Security Agreement [] Change of Name [] Other Execution Date: December 29, 2003

4. Application numbers or registration numbers: A. Trademark Application Nos. N/A Additional numbers attached [] Yes [x] No

B. Trademark Registration Nos. 2,449,727 2,218,555 1,880,494 [] Yes [x] No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Judith L. Carlson Internal Address: Stinson Morrison Hecker LLP Street Address: 1201 Walnut Street City: Kansas City State: Missouri Zip: 64106-2150

6. Total number of applications and registrations involved: 3 7. Total fee (37 CFR 3.41) \$ 90.00 [] Enclosed [x] Authorized to be charged to deposit account 8. Deposit account number: 19-4409 (Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

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. Judith L. Carlson Name of Person Signing Signature Date 11/03/04

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

Mail documents to be recorded with required cover sheet information to: Mail Stop Assignment Recordation Services Director of the United States Patent and Trademark Office P.O. Box 1450, Alexandria, VA 22313-1450

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ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT is made as of December 29, 2003 by Health Sense International, Inc., (referred to herein as "HSI"). in favor of Accelerated Care Plus Corp. (referred to herein as "ACP").

RECITALS

WHEREAS, pursuant to that certain Purchase Agreement (as defined below), HSI and ACP wish to assign to ACP, the entire right, title and interest in, to and under the trademarks, copyrights, applications and other intellectual property listed in Exhibit A to the Purchase Agreement to the extent specified on Exhibit A to the Purchase Agreement, together with all foreign rights corresponding thereto, any reissues, extensions, substitutions, confirmations, divisions and continuations of any of the foregoing and all the rights to sue and recover for past infringement thereof (the "Assigned Intellectual Property Rights"); and

WHEREAS, ACP and HSI wish to ensure that ACP has acquired all right, title and interest in and to the Assigned Intellectual Property Rights to the extent specified on Exhibit A;

NOW, THEREFORE, for good and valuable consideration as contained in the Asset Purchase Agreement dated December 9, 2003 among HSI and ACP (the "Purchase Agreement"), the receipt and sufficiency of which is hereby acknowledged, HSI does hereby sell, assign, transfer and convey to ACP, its entire right, title and interest in and to the Assigned Intellectual Property Rights to the extent specified on Exhibit A, to have and to hold for the sole and exclusive use and benefit of ACP forever.

HSI hereby covenants and agrees, for itself and for its legal representatives, to assist and cooperate with ACP in the preparation and prosecution of any applications included within the Assigned Intellectual Property Rights in the prosecution or defense of any interference, opposition or other proceeding that may arise in connection with the applications or other intellectual property included within the Assigned Intellectual Property Rights, subject to appropriate reimbursement for expenses and time incurred in such assistance, and further to execute and deliver to ACP any and all additional papers that may be requested by ACP for the purpose of implementing the terms of this Agreement.

IN WITNESS WHEREOF, HSI has signed these presents on the date first mentioned above.

Health Sense International, Inc.

By [Signature]
Name: Jerry E. Keppler
Title: President

STATE OF Washington)
)
COUNTY OF King) SS.

On December 29, 2003, before me, the undersigned, a notary public in and for said county and state, personally appeared Jerry E. Keppler, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

[Signature]
Notary Public

My commission expires: 8-19-04

