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02-08-2005

Form PTO-1594 (Rev. 06/04)
OMB Collection 0651-0027 (exp. 6/30/2005)

DEPARTMENT OF COMMERCE
Patent and Trademark Office

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To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):
MAGNACARE HOLDINGS, INC.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State Delaware
 Other _____

Citizenship (see guidelines) _____

Execution Date(s) 01/26/05

Additional names of conveying parties attached? Yes No

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: MagnaCare, LLC

Internal Address: _____
Address: _____

Street Address: 825 East Gate Boulevard

City: Garden City

State: NY

Country: USA Zip: 11530

Association Citizenship _____

General Partnership Citizenship _____

Limited Partnership Citizenship _____

Corporation Citizenship _____

Other Limited Liability Co. Citizenship New York

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

78/443,890

B. Trademark Registration No.(s)

2,918,843; 2,884,248

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Howard E. Silverman

Internal Address: Greenberg Traurig, LLP
Suite 2500

Street Address: 77 W. Wacker Drive

City: Chicago

State: IL Zip: 60601-1732

Phone Number: (312) 456-5202

Fax Number: (312) 456-8435

Email Address: silvermanh@gtlaw.com

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 90.00

Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 50-2428 - change of credit card
Authorized User Name Howard E. Silverman

9. Signature: [Signature] January 28, 2005
Signature Date

Howard E. Silverman Total number of pages including cover sheet, attachments, and document: 3
Name of Person Signing

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

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02 FC:8522

TRADEMARK
REEL: 003116 FRAME: 0900

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment") is made and entered into as of January 26, 2005, by and among MAGNACARE HOLDINGS, INC. a Delaware corporation having a mailing address at 825 East Gate Boulevard, Garden City, NY 11530 (hereinafter "ASSIGNOR") and MagnaCare, LLC., a New York limited liability corporation having a mailing address at 825 East Gate Boulevard, Garden City, NY 11530 (hereinafter "ASSIGNEE").

WHEREAS, the ASSIGNOR is desirous of transferring and assigning to the ASSIGNEE, and the ASSIGNEE is desirous of acquiring from the ASSIGNOR, all of the ASSIGNOR's right, title and interest in and to the trademarks, registrations and applications and all of the good will associated therewith set forth on the attached Schedule I (the "Assigned Marks") and other rights the ASSIGNOR may have with respect to such Assigned Marks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR does hereby transfer, convey and assign unto the ASSIGNEE all of its rights, title and interest in and to the Assigned Marks identified on the attached Schedule I free and clear of liens or encumbrances, including, without limitation, any and all common law rights thereto, together with the good will appertaining thereto and which is symbolized by the Assigned Marks and the worldwide right to sue for past, current and future infringements of the Assigned Marks and all income, royalties or payments due or payable as of the Effective Date or thereafter with respect to the Assigned Marks, together with any and all further privileges in the United States and throughout the world to establish use, ownership, and/or registration of the Trademarks.

Assignor hereby represents, warrants and covenants that, with respect to each Assigned Mark, it has the full right to convey its above-described right, title, interest and goodwill by this instrument, free and clear of any encumbrances and that no other agreement has been or will be executed in conflict herewith.

Assignor agrees to perform all affirmative acts which may be necessary or desirable to record or perfect the above-described transfer of trademark rights, or to secure registrations before the United States Patent and Trademark Office or any foreign trademark office, at Assignee's expense, including, but not limited to, Assignments, Transfers and related Powers of Attorney, as well as to cooperate with Assignee in obtaining and/or providing information required in any proceedings relating to the Assigned Marks, again at Assignee's expense.

Assignor further authorizes the Commissioner of Patents and Trademarks of the United States, and the appropriate official in any other country, to issue any and all trademark registrations, amended registrations and/or renewals that may be granted upon any application or petition for same, to Assignee, and/or Assignee's successors and/or assigns.

Assignor hereby grants to the designated attorneys of Assignee, the authority and power to insert on this instrument, any further identification which may be necessary or desirable for purposes of recordation by the United States Patent and Trademark Office or the Trademark Office of any other country throughout the world.

MAGNACARE HOLDINGS, INC

By: William M. Scillone
Print Name: William M Scillone
Title: President

Dated this 26 day of January, 2005

Schedule I

Issued Registrations:

MARK	REG. NO.	REG. DATE	OWNER
MAGNACARE	2,918,843	1/18/05	MAGNACARE HOLDINGS, INC.
MAGANACARE and design	2,884,248	9/14/04	MAGNACARE HOLDINGS, INC.

Pending Applications:

LISTENING IS PART OF THE PLAN and design	78/443,890	6/30/04	MAGNACARE HOLDINGS, INC.
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