

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MEDChair Ltd.		09/12/2005	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	Alaris Income Growth Fund L.P.		
Street Address:	125, 101 - 6th Street S.W.		
City:	Calgary, Alberta		
State/Country:	CANADA		
Postal Code:	T2P 4K7		
Entity Type:	LIMITED PARTNERSHIP: CANADA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	78609290	MEDICHAIR	
Serial Number:	78609287	MEDICHAIR	
Serial Number:	78609280	MEDICHAIR	
Serial Number:	78609275	MEDICHAIR	
Serial Number:	78609267	MEDICHAIR	
CORRESPONDENCE DATA			
Fax Number:	(206)654-2952		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(206) 654.2252		
Email:	collette@ryanlaw.com		
Correspondent Name:	Kevin J. Collette		
Address Line 1:	1201 Third Avenue		
Address Line 2:	Suite #3400		
Address Line 4:	Seattle, WASHINGTON 98101-3034		
ATTORNEY DOCKET NUMBER:	015710-3501		

CH \$140.00 78609290

DOMESTIC REPRESENTATIVE

Name: Kevin J. Collette
Address Line 1: 1201 Third Avenue
Address Line 2: #3400
Address Line 4: Seattle, WASHINGTON 98101-3034

NAME OF SUBMITTER:	Kevin J. Collette
Signature:	/kjc/
Date:	11/17/2005
Total Attachments: 2 source=assignment of trademark#page1.tif source=assignment of trademark#page2.tif	

ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT AGREEMENT effective the 12th day of September, 2005.

BETWEEN:

ALARIS INCOME GROWTH FUND L.P., a limited partnership existing under the laws of Alberta whose full post office address of its principal office or place of business is 125, 101 – 6th Street S.W. Calgary, Alberta T2P 4K7 (the "Assignee")

AND

MEDlchair LTD., a corporation incorporated under the federal laws of Canada whose full post office address of its principal office or place of business is 1410 – 28th Street N.E. Calgary, Alberta T2A 7W6 (the "Assignor"),

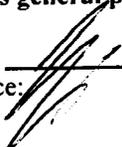
WHEREAS under and by virtue of an Acquisition Agreement, dated effective as of the 12th day of September, 2005 (the "Acquisition Agreement") between the Assignor and Assignee, the Assignor sold to the Assignee certain assets as more particularly described in the said agreement, including without limitation, the U.S. trademark applications described in Schedule "A" attached hereto (the "Trademarks");

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the sum of One (\$1.00) and other good and valuable consideration now paid by the Assignee to the Assignor, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

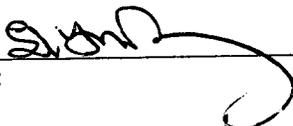
1. The Assignor does hereby sell, assign and transfer to the Assignee; its successors and assigns, all its rights in the Trademarks, including the goodwill appertaining to the said Trademarks in the United States of America, the same to be held as fully by the Assignee as the same would have been held by the Assignors had this Assignment not been made.
2. The Assignor covenants and agrees with the Assignee, its successors and assigns, that it will from time to time and at all times hereafter, upon every reasonable request of the Assignee, its successors and assigns, make, do and execute or cause and procure to be made, done and executed all such further acts, deeds or assurances as may be reasonably required by the Assignee, its successors and assigns, for more effectually and completely vesting in the Assignee, its successors and assigns, the Trademarks and goodwill hereby sold, assigned and transferred in accordance with the terms hereof, including without limitation, executing and filing notices and assignments at the appropriate trademarks offices in order to amend the applicable trade-marks registries to reflect the assignments herein.
3. This Assignment of Trademarks is granted pursuant ot the terms and conditions of the Acquisition Agreement, and in the event of a conflict between the terms and conditions hereof and the Acquisition Agreement, the Acquisition Agreement shall prevail.
4. This Agreement shall be governed by the laws of the Province of Alberta and shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

EXECUTED at the City of Calgary, in the Province of Alberta as of the date first written above.

ALARIS INCOME GROWTH FUND L.P.,
by its general partner Alaris IGF Corp.

Per: 
Office: _____

MEDlchair Ltd.

Per: 
Office: _____

SCHEDULE "A"

"MEDICHAIR" and design. U.S. trade-mark (Appl. No. 78/609,290)

"MEDICHAIR" and design. U.S. trade-mark (Appl. No. 78/609,287)

"MEDICHAIR" and design. U.S. trade-mark (Appl. No. 78/609,280)

"MEDICHAIR" and design. U.S. trade-mark (Appl. No. 78/609,275)

"MEDICHAIR" and design. U.S. trade-mark (Appl. No. 78/609,267)