

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
D.V.C., Inc.		12/20/2005	CORPORATION: TENNESSEE
RECEIVING PARTY DATA			
Name:	Wellmark International		
Street Address:	1105 East Woodfield Road, Suite 200 West		
City:	Schaumburg		
State/Country:	ILLINOIS		
Postal Code:	60173		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1266121	HEARTLAND	
CORRESPONDENCE DATA			
Fax Number:	(949)567-6710		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-506-5000		
Email:	ipprosecution@orrick.com, awendel@orrick.com, bbreen@orrick.com		
Correspondent Name:	Bradford S. Breen		
Address Line 1:	4 Park Plaza, Suite 1600		
Address Line 2:	IP Prosecution Department		
Address Line 4:	Irvine, CALIFORNIA 92614-2558		
ATTORNEY DOCKET NUMBER:	6257.100		
NAME OF SUBMITTER:	Bradford S. Breen		
Signature:	/Bradford Breen/		

CH \$40.00 1266121

Date:

01/04/2006

Total Attachments: 3

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment"), effective as of December 20, 2005 (the "Effective Date"), is made by D.V.C., INC. a corporation of the State of Tennessee having an address of 4242 B.F. Goodrich Boulevard, Memphis, Tennessee 38118 ("Assignor") for the benefit of WELLMARK INTERNATIONAL, a corporation organized under the laws of the state of California with a principal address at Suite 200 West, 1105 East Woodfield Road, Schaumburg, Illinois 60173 ("Assignee").

WHEREAS, Assignor is the current owner of the trademarks, trademark registrations and trademark applications identified on Schedule A hereto (hereinafter collectively referred to as "the Marks"), and

WHEREAS, Assignor, in connection with the sale of certain of its assets, pursuant to an Agreement of Purchase and Sale between Assignor and Assignee dated December 20, 2005 ("Purchase Agreement"), wishes to transfer, sell, assign, and convey the Marks, including all common law rights therein and all applications to register and registrations thereof, together with the goodwill that they represent and all right, title and interest thereto, to Assignee.

NOW, THEREFORE, for good and valuable consideration, including the consideration recited in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged:

1. Assignor hereby transfers, sells, assigns, and conveys unto Assignee the Marks including all common law rights therein and all applications to register and registrations thereof and the good will that they represent, and all right, title and interest thereto, on a world-wide basis, as well as the right to sue and collect damages in Assignee's own name for any and all past, present or future infringement, dilution, or other injury to the goodwill thereof.

2. Assignor agrees to execute and deliver to Assignee such instruments of transfer and other documents as Assignee may request to effect the purposes of this Assignment.

IN WITNESS WHEREOF, Assignor has caused this Trademark Assignment to be executed effective as of the Effective Date.

D.V.C., INC.

By

Deborah Hopkins

Deborah Hopkins

Title:

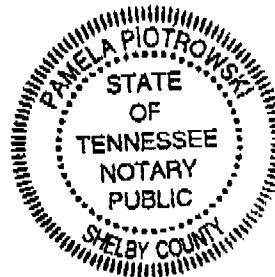
Sec. Treas.

STATE OF TENNESSEE)
) SS:
COUNTY OF SHELBY)

On the 20th day of December, 2005, before me personally came Deborah Hopkins to me known to be the person who executed the foregoing instrument and who being duly sworn by me did depose and say that she executed the foregoing instrument on behalf of D.V.C., INC. and that she had the authority to sign the same on behalf of D.V.C., INC.

Pamela Piotrowski
Notary Public

MY COMMISSION EXPIRES:
December 13, 2008



SCHEDULE A

File No.	Mark	Serial No. File Date	Reg. No. Reg. Date	Status
SHIR- 009	HEARTLAND	73/404/767 12/06/1982	1,266,121 02/07/1984	Registered

DOCSSFI:857827.3
6257-100

30.4 3088 PG. 106

RECORDED: 01/04/2006

TRADEMARK TOTAL P.14

REEL: 003220 FRAME: 0576