

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
SMARTSTEP, INC.		01/31/2006	CORPORATION: KANSAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	KNIT-RITE, INC.		
<b>Street Address:</b>	120 Osage Ave.		
<b>City:</b>	Kansas City		
<b>State/Country:</b>	KANSAS		
<b>Postal Code:</b>	66103		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2748453	THERAWEAR	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(816)474-9057		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	816-474-9050		
<b>Email:</b>	cdb@hoveywilliams.com		
<b>Correspondent Name:</b>	Andrew G. Colombo; Hovey Williams LLP		
<b>Address Line 1:</b>	2405 Grand Blvd.		
<b>Address Line 2:</b>	Suite 400		
<b>Address Line 4:</b>	Kansas City, MISSOURI 64108		
<b>ATTORNEY DOCKET NUMBER:</b>	AGC/KNITRITE/G35/1830.122		
<b>NAME OF SUBMITTER:</b>	Andrew G. Colombo		
<b>Signature:</b>	/Andrew G. Colombo/		
<b>Date:</b>	02/01/2006		

**CH \$40.00 2748453**

Total Attachments: 2

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ASSIGNMENT

This Agreement is entered into by and between SMARTSTEP, INC. (hereinafter "ASSIGNOR"), a corporation duly organized under the laws of the State of Kansas having an address 120 Osage Ave., Kansas City, Kansas 66105; and KNIT-RITE, INC. (hereinafter "ASSIGNEE"), a corporation duly organized under the laws of the State of Delaware having an address of 120 Osage Ave., Kansas City, Kansas 66103.

Whereas, ASSIGNOR, has adopted, used and/or licensed the use of, and is using and/or licensing the use of the mark THERAWEAR (hereinafter "the Mark"), and has registered the Mark as United States Certificate of Trademark Reg. No. 2,748,453 (hereinafter "the Registration"); and

Whereas, ASSIGNEE is desirous of acquiring all right, title and interest in, to and under the Mark and the Registration.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR and ASSIGNEE hereby agree as follows:

1. ASSIGNOR has sold, assigned and transferred, and by these presents does sell, assign and transfer unto ASSIGNEE the full and exclusive right, title and interest, throughout the world, in, to and under the Mark and the Registration, together with the good will of the business symbolized by the Mark and the right to sue for and collect on all claims for damages by reason of past infringement of the Mark or the Registration.
2. At ASSIGNEE's request, ASSIGNOR shall provide non-monetary assistance to ASSIGNEE in registering, perfecting, enforcing or defending ASSIGNEE's rights in the Mark.

This Agreement is executed this 31st day of January, 2006

ASSIGNOR:

SMARTSTEP, INC.

Mr. Christopher Vering, Vice President and C.F.O.

STATE OF Kansas )  
County of Johnson ) ss.

On this 31st day of January, 2006, before me personally appeared SMARTSTEP, INC., to me known to be the person described in and who executed the foregoing instrument, and who duly acknowledged to me that he executed the same for the uses and purposes therein set forth.

  
Notary Public

My Commission expires:

01/13/07

[SEAL]

LISA L. TRUSSELL  
Notary Public - State of Kansas  
My Appt. Expires 01/13/07

ASSIGNEE:

KNIT-RITE, INC.

By   
Mr. Christopher Vering, Vice President and C.F.O.

STATE OF )  
County of ) ss.

On this \_\_\_\_ day of \_\_\_\_\_, 2006, before me personally appeared Mr. Christopher Vering, Vice President and C.F.O., to me known to be the person described in and who executed the foregoing instrument, and who duly acknowledged to me that he executed the same for the uses and purposes therein set forth.

\_\_\_\_\_  
Notary Public

My Commission expires:

\_\_\_\_\_  
[SEAL]