

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
Canadian Back Institute Limited		02/27/2006	COMPANY: CANADA
RECEIVING PARTY DATA			
Name:	Canadian Back Institute Operating Limited Partnreship		
Composed Of:	COMPOSED OF Canadian Back Institute No. 2 (GP) Inc., a Canadian corporation		
Street Address:	3300 Bloor Street West		
Internal Address:	Suite 900, Clarica Centre, West Tower		
City:	Toronto, Ontario		
State/Country:	CANADA		
Postal Code:	M3X 2X2		
Entity Type:	LIMITED PARTNERSHIP: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78348437	THE BACK INSTITUTE	
CORRESPONDENCE DATA			
Fax Number:	(212)318-3400		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-318-3183		
Email:	nytrademark@fulbright.com, mmutterperl@fulbright.com, hrosenberg@fulbright.com, nurizar@fulbright.com		
Correspondent Name:	Mark N. Mutterperl		
Address Line 1:	Fulbright & Jaworski L.L.P.		
Address Line 2:	666 Fifth Avenue		
Address Line 4:	New York, NEW YORK 10103		
ATTORNEY DOCKET NUMBER:	FRASER 016		

CH \$40.00 78348437

DOMESTIC REPRESENTATIVE

900044038

**TRADEMARK
 REEL: 003267 FRAME: 0770**

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:	Mark N. Mutterperl
Signature:	/mark n. mutterperl/
Date:	03/13/2006

Total Attachments: 4

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TRADEMARK ASSIGNMENT

THIS AGREEMENT dated the 27th day of February, 2006.

B E T W E E N:

CANADIAN BACK INSTITUTE LIMITED, a corporation existing under the laws of the Province of Ontario, who principal place of business is 3300 Bloor Street West, Suite 900, Clarica Centre, West Tower, Toronto, Ontario M3X 2X2

(the "Assignor")

- and -

CANADIAN BACK INSTITUTE OPERATING LIMITED PARTNERSHIP, a limited partnership formed under the laws of the Province of Ontario, whose principal place of business is 3300 Bloor Street West, Suite 900, Clarica Centre, West Tower, Toronto, Ontario M3X 2X2

(the "Assignee")

WHEREAS, the Assignor is the owner of certain trademarks and registrations, and pending "intent-to-use" applications for registration thereof in the United States Patent and Trademark Office ("USPTO") and the Canadian Intellectual Property Office ("CIPO"), Trademark Branch including the registrations and pending applications set forth more fully in Schedules A and B attached hereto and incorporated by reference herein (the "Trade-marks");

WHEREAS, the Assignee is desirous of acquiring the entire right, title and interest in and to the Trade-marks and wishes to confirm its ownership of the right, title and interest in and to the Trade-marks, and any registrations and pending applications for registration therefore;

AND WHEREAS Assignor executed an Asset Purchase Agreement dated February 27, 2006, which provides (among other things) for the purchase by the Assignee from the Assignor of the assets of the Assignor, including said Trade-marks;

WHEREAS, Assignor intends to use the mark listed in Schedule B in commerce between the U.S. and Canada, and has filed an application with the USPTO based upon its bona fide intent-to-use such marks in commerce, which applications were given the serial numbers shown, but has not yet filed Declarations of Use of the marks;

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Assignor confirms that it has sold, assigned and transferred, and by these presents, does hereby assign unto Assignee the entire right, title and interest in and to said Trade-marks and the registrations, and pending "intent-to-use" applications thereof identified as part of the entire business or portion thereof to which the marks pertain as required by 15 U.S.C. § 1060, including the common law rights to any confusingly similar registered or unregistered marks which the Assignor has acquired through use, and the copyright in any design marks or logos, together with the goodwill of the business symbolized by said Trade-marks, the same to be held and enjoyed by the same Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made, together with all claims for damages and reason of past infringement of said Trade-marks and their respective registrations, with the right to sue for and collect the same for its own use and behalf and for the use and behalf of its successors, assigns and other legal representatives.

AND the Assignor, on behalf of itself, its successors, assigns and legal representatives, hereby covenants and agrees, without further consideration, to do all such lawful acts and things and to execute such further lawful assignments, documents, assurances, applications and other instruments as reasonably may be required by the Assignee, its successors, assigns or legal representatives, to effect the recordation of the assignment of the Trade-marks, and registration thereof before the proper Office or Agency, and to obtain any and all registrations or renewals for the Trade-marks and to vest the same in the Assignee, its successors, assigns or legal representatives;

AND, Assignor hereby covenants that it has full right to convey the entire interest herein assigned, and that it has not executed, and will not execute, any agreements in conflict herewith;

AND, the Assignor covenants that, to the best of its knowledge, information and belief, no person has commenced any legal proceedings nor are there any known threatened legal proceedings claiming adverse ownership, invalidity, lack of distinctiveness, non-use or conflict with respect to any of the Trade-marks, or challenging any rights of the owner of the Trade-marks to use them;

AND the Assignor hereby covenants that the Assignee shall peaceably and quietly have, hold, and possess and enjoy the Trade-marks to and for its own use and benefit, free and clear and fully and absolutely released and discharged, at the cost of the Assignor, from all former and other bargains, sales, gifts, grants, changes and encumbrances whatsoever, and the Assignor hereby indemnifies the Assignee with respect thereto;

AND this Assignment shall enure to the benefit of and be binding upon the heirs, executors, administrators and assigns, or successors and assigns as the case may be, of the parties hereto;

AND this Assignment may be executed in multiple counterparts, each of which when executed will be deemed to be an original, but all of which taken together will constitute one and the same;

AND Assignor agrees that the Assistant Commissioner of Trademarks and the Registrar of Trade-marks are hereby authorized to deliver to its attorneys, agents, successors or assigns, all official documents and communications as may be warranted by this Assignment;


AND this assignment shall be effective as of the 27th day of February, 2006;

IN WITNESS WHEREOF, the parties have executed this Trade-mark Assignment as of the date first written above.

Signed by Christopher Szybbo
in the presence of:

CANADIAN BACK INSTITUTE LIMITED

Nadia Campion
Signature of Witness

By: 
Name: Christopher Szybbo

Title: President


Nadia Campion
Name of Witness

ACKNOWLEDGED AND RECEIVED at Toronto, ON
this 27th day of February, 2006.

Signed by Christopher Szybbo
in the presence of:

CANADIAN BACK INSTITUTE OPERATING
LIMITED PARTNERSHIP by its general
partner, CANADIAN BACK INSTITUTE NO. 2
(GP) INC.

Nadia Campion
Signature of Witness

By: 
Name: Christopher Szybbo

Title: President

Nadia Campion
Name of Witness

SCHEDULE B

Canadian Back Institute Limited

UNITED STATES TRADE-MARKS
as of January 17, 2006

<i>Trade-mark</i>	<i>Serial/Reg. No.</i>	<i>Status</i>
THE BACK INSTITUTE	78/348,437	Pending

Assignment Canadian Back Institute.DOC