

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	LICENSE
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
medi Bayreuth GmbH & Co. KG		04/06/2006	CORPORATION: GERMANY

RECEIVING PARTY DATA

Name:	MEDI USA, LP.
Street Address:	6481 FRANZ WARNER PARKWAY
City:	WHITSETT
State/Country:	NORTH CAROLINA
Postal Code:	27377
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Serial Number:	76350800	MEDI
Registration Number:	2058571	MEDI
Registration Number:	2113658	MEDI
Registration Number:	2268627	MEDICARE
Registration Number:	2374218	MEDI ACTIVE
Registration Number:	2190466	MEDIVEN
Registration Number:	2880329	MEDI-PRENE
Registration Number:	1516291	GENUMEDI
Registration Number:	2818660	MEDIVEN

CORRESPONDENCE DATA

Fax Number: (312)655-1501
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 312 655 1500
 Email: TRVDOCKET@WELSHKATZ.COM

CH \$240.00 76350800

Correspondent Name: THOMAS R. VIGIL
Address Line 1: 120 S. RIVERSIDE PLAZA
Address Line 2: 22ND FLOOR
Address Line 4: CHICAGO, ILLINOIS 60606-3912

ATTORNEY DOCKET NUMBER:

8022-96784

NAME OF SUBMITTER:

THOMAS R. VIGIL

Signature:

/THOMAS R. VIGIL/

Date:

04/19/2006

Total Attachments: 6

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TRADEMARK LICENSE AGREEMENT

Parties

This Agreement is made this 6th day of April, 2006 by and between the following parties:

Licensor: medi Bayreuth GmbH & Co. KG, a corporation of the Federal Republic of Germany having its principal place of business at Medicusstrasse 1, Bayreuth, Federal Republic of Germany 95448, (hereinafter referred to as "**Licensor**")

Licensee: MEDI USA, LP, a partnership of Delaware, having its principal place of business at 6481 Franz Warner Parkway, Whitsett, North Carolina 27377, (hereinafter referred to as "**Licensee**").

Recital

The Licensor owns all right, title and interest in a group of "medi" Marks for goods including orthopedic devices, compression stockings, bandages and elastic bands in international class 010 and 025 and in particular U.S. Trademark Application Serial No. 76350800 for medi and design and the U.S. Trademark Registrations set forth in Appendix 1 attached. These marks are currently a valuable intellectual property of Licensor.

The Licensee wishes to be licensed to use the Marks. The Licensee appreciates that the Mark has been coined, promoted and commercialized in ways that attach material value to them.

Terms of Agreement

1. Definitions. The terms defined in this section 1 and parenthetically elsewhere in this Agreement shall have the meanings here. Defined terms may be used in the singular or plural.

1.1 "Products" The term "Products" shall mean the goods including orthopedic devices, compression stockings, bandages and elastic bands in international class 010 or 025 identified more particularly in U.S. Trademark Application serial No. 76350800 and in the U.S. Trademark Registrations listed in Appendix 1. These goods may from time to time be amended by mutual agreement.

1.2 "Territory" shall mean the United States of America together with its territories and protectorates, including Puerto Rico and Guam, and all U.S. military and other governmental installations that situate outside the United States of America and

its territories and protectorates, such as military PX stores and ambassadorial and consular facilities.

1.3 "Term" shall mean the period commencing on April 1, 2006 and terminating on April 1, 2026.

1.4 "Marks" shall mean the trademarks including the term "medi" as displayed in U.S. Trademark Applications and Registrations referred to above and in Appendix 1 attached herein.

2. **Ownership.** The Licensee acknowledges that the Licensor is the sole and exclusive owner of the entire right, title and interest (including all accompanying goodwill) in and to the Marks.

3. **License Grant.** The Licensor grants to the Licensee an Exclusive License, to use the Marks as trademarks in the Territory in and in connection with marketing and sale of the Products.

4. Considerations for License.

4.1 **Monetary.** The Licensee now purchases and will continue to purchase many of the Products from Licensor and in this way Licensor is compensated for this license.

4.2 **Nonmonetary.** In consideration of the mutual promises contained herein, and other good and valuable considerations, and subject to the terms, provisions, agreements and conditions hereafter set forth, Licensor as the owner and developer of the Marks does hereby grant unto Licensee the exclusive right to use the Marks on the products in the territory.

5. Quality Control.

5.1 **No Injury To Marks.** The Licensee shall not use the Marks in any manner that would be offensive to good taste or would injure the reputation of the Licensor and/or of the Mark.

5.2 **Licensor's Right Of Inspection.** The Licensor may, itself or through any reasonably designated representative, inspect the premises and operations of the Licensee at Licensee's place of business at any time during regular working hours to ensure that the Products to be sold under the Marks are up to the Licensor's quality standards. If the Licensor's inspection reveals deficiencies in the quality of Products bearing the Marks which in the judgment of the Licensor would adversely reflect upon the Marks, the Licensee shall promptly rectify all such deficiencies in quality to the

satisfaction of the Licensor and shall refrain from shipping any Products which have been so found unsatisfactory.

5.3 Products manufactured locally by Licensee. To the extent Products are manufactured in the United States only by Licensee and not obtained from Licensor, Licensee shall submit, once a year, a sample of such Product to Licensor for inspection. If Licensor finds that such sample does not meet its quality standards, Licensee shall notify Licensor and Licensee shall promptly rectify all such deficiencies in quality to the satisfaction of the Licensor.

6. Infringement. Right To Sue For infringement. The Exclusive Licensee shall have the right to sue infringers individually or jointly with Licensor.

7. Assignment. The Licensee's rights under this Agreement and this Agreement itself shall not be subject to assignment by the Licensee to any third parties without the prior express approval of the Licensor. As used in this Agreement, "assignment" shall include transfer of the control of the Licensee's business, directly or indirectly, in such manner that the individual(s) currently in control of Licensee's business shall, as a consequence of the transaction, no longer have the power to control the partnership or successive entity.

Inasmuch as the rights granted under this Agreement are personal to the Licensee and not subject to assignment, sublicensing or transfer, in all or in part, in any manner whatsoever except with the Licensor's prior written consent, the Licensee acknowledges that any attempted assignment, sublicense or transfer of this Agreement or any rights granted under it, in whole or in part, in violation of the foregoing shall be null and void. The Licensor may assign its right to receive royalties or monetary consideration under this Agreement to any third party and may also assign this Agreement in its entirety to a successor to the Licensor for the Marks or related Marks.

Neither Licensee or Licensee's legal representatives or successors in interest by operation of law or otherwise shall assign this License or any part thereof or mortgage, pledge or hypothecate its License interest or grant any concession or license on the Property without the express written permission of Licensor, which permission may be given or withheld in Licensor's sole discretion, and any attempt to do any of the foregoing without the prior express written permission of the Licensor shall not relieve Licensee from any of Licensee's obligations hereunder or be deemed a consent to any subsequent assignment, transfer, encumbrance, subletting, occupation or use by another person.

8. Termination.

8.1 Cure. If the Licensee shall breach any of the provisions of this Agreement and such breach shall not be promptly cured upon notice from the Licensor of the breach, Licensor shall have the option to terminate this Agreement at any time. In the event of such termination, the Licensee shall cease to place any of the Marks on Products, but shall have the right to dispose of an existing stock of Products thereto manufactured and bearing the Marks, provided, however, that the stock of merchandise does not exceed ordinary inventory levels theretofore experienced. Furthermore, such remaining products in Licensee's inventory must comply with the quality requirements (5.1 and 5.2) above. At Licensor's sole discretion, the mark shall be omitted, destroyed or otherwise rendered unrecognizable on the remaining inventory of products if Licensor finds the quality of the products deficient, as per quality requirements above.

8.2 Survival. All of the Licensor's rights created by this Agreement which are not fully discharged by the Licensee during the term of the Agreement shall survive. This includes payment of monetary and nonmonetary consideration as well as all obligations for the Licensee to do, or refrain from doing acts which by their terms in this Agreement extend beyond the term of the Agreement.

9. Operation And Compliance With Laws. Licensee shall comply with all federal, state, county, city and other governmental laws, rules and regulations applicable to the property. If Licensee receives notice of any claimed violation of any law, rule or regulation applicable to the Property, it shall make such modifications in the use of the Property as may be required by all governmental or quasi-governmental authorities.

10. Notice. Any notice which may or shall be given under the terms of this License shall be in writing and shall be either delivered by hand or sent by Registered or Certified Mail, postage prepaid to the names and addressed below:

medi Bayreuth GmbH & Co. KG, Medicusstrasse 1, Bayreuth, Federal Republic of Germany 95448

MEDI USA, LP, 6481 Franz Warner Parkway, Whitsett, North Carolina 27377 U.S.A.

11. Miscellaneous Liability. Entire Agreement and Binding Effect. This license and any subsequent addenda attached to the agreement shall constitute the entire agreement between Licensor and Licensee; no prior written or prior or contemporaneous oral promises or representations shall be binding. This License shall not be amended, changed or extended except by written instrument signed by both parties hereto. Paragraph captions herein are for convenience only, and neither limit

nor amplify the provision of this License. The provisions of this License shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties, but this provision shall in no way alter the restriction herein in connection with assignment and subletting by Licensee.

Execution

The parties, through their duly authorized representatives, sign this Agreement whereupon it enters into full force and effect in accordance with its terms. This Agreement may be executed in one or more counterparts.

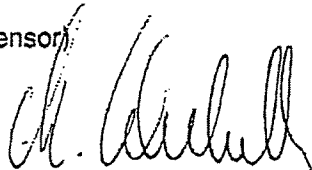
medi Bayreuth GmbH & Co. KG

MEDI USA, LP

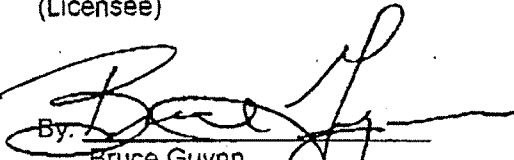
(Licensor)

(Licensee)

By:


Michael Weirhermueller

By:


Bruce Guynn

Title: President

Title: General Manager

Dated:

4-5-06

Dated:

4/06/06

**APPENDIX 1
REGISTRATIONS**

Trademark	Serial No.	Registration No.
MEDI	74/589,040	2,058,571
medi and design	75/119,921	2,113,658
MEDICARE	75/451,625	2,268,627
MEDI ACTIVE	75/453,747	2,374,218
MEDIVEN	75/250,576	2,190,466
MEDI-PRENE	78/184,831	2,880,329
GENUMEDI	73/694,319	1,516,291
MEDIVEN	76/095,790	2,818,660

APPLICATIONS

Trademark	Serial No.	Filed
medi & design	76/350,800	12-19-01