

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
Ichauway Mills, Inc.		05/19/2006	LIMITED PARTNERSHIP: TEXAS
Bed Buddy Partners, L.P.		05/19/2006	LIMITED PARTNERSHIP: TEXAS
The Bernard & Aussie Cappelli Trust		05/19/2006	TRUST:

RECEIVING PARTY DATA

Name:	Apex Medical Corporation
Street Address:	921 East Amidon Street
City:	Sioux Falls
State/Country:	SOUTH DAKOTA
Postal Code:	57104
Entity Type:	CORPORATION: SOUTH DAKOTA

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	1936367	BED BUDDY

CORRESPONDENCE DATA

Fax Number: (202)282-5100
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 202-282-5202
 Email: eanderson@winston.com
 Correspondent Name: Winston & Strawn LLP
 Address Line 1: 1700 K Street, N.W.
 Address Line 2: Jeffrey A. Wolfson - Patent Department
 Address Line 4: Washington, DISTRICT OF COLUMBIA 20006-3817

ATTORNEY DOCKET NUMBER: 2877-17

CH \$40.00 1936367

NAME OF SUBMITTER:	Jeffrey A. Wolfson
Signature:	/jaw/
Date:	06/06/2006

Total Attachments: 12

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PATENT AND TRADEMARK ASSIGNMENT

This PATENT AND TRADEMARK ASSIGNMENT (this "Assignment") is entered into as of May 19th, 2006 ("Effective Date") by and among APEX MEDICAL CORPORATION, a South Dakota corporation ("ASSIGNEE"), and ICHAUWAY MILLS, LTD. ("ICHAUWAY"), a Texas limited partnership, BED BUDDY PARTNERS, L.P. ("BBP"), a Texas limited partnership, and THE BERNARD & AUSSIE CAPPELLI TRUST dated as of June 6, 1995 ("CAPPELLI TRUST") (each individually an "ASSIGNOR" and CAPPELLI TRUST together with BBP and ICHAUWAY, the "ASSIGNORS").

RECITALS

A. ASSIGNEE and ASSIGNORS have entered into an Asset Purchase Agreement (the "Purchase Agreement") dated as of May 4, 2006, whereby ASSIGNEE purchased substantially all of the assets of the ASSIGNORS used in or relating to the business of designing, marketing and selling hot/cold therapy products, including, but not limited to, products under the "Bed Buddy" and "Cozy Buddy" product lines (all capitalized terms used herein which are not otherwise defined herein shall have the meanings given to them in the Purchase Agreement).

B. In conjunction with the Purchase Agreement, and to confirm the transfer pursuant to Section 2.1 of the Purchase Agreement, the parties hereby enter this Assignment providing, subject to the terms and conditions set forth therein, for the contribution, transfer, conveyance, assignment and delivery by ASSIGNORS to ASSIGNEE of all of ASSIGNORS' collective right, title and interest in, and to the Purchased Assets relating to all trade names, trademarks, trademark registrations, trademark applications; servicemarks, servicemark registrations, servicemark applications; patent rights (including issued patents, applications, divisions, continuations and continuations-in-part, reissues, patents of addition, utility models and inventors' certificates) and any licenses or sublicenses pertaining thereto.

C. One or more ASSIGNORS has adopted, used, and is using, certain trade names, trademarks, trademark registrations, trademark applications; servicemarks, servicemark registrations, servicemark applications, and licenses related thereto, described on Schedule A hereto which are pending or registered in the United States Patent and Trademark Office (the "PTO") (collectively, the "Trademarks").

D. The ASSIGNORS exclusively own certain patent rights (including the inventions described therein, priority application(s), issued patents, applications, divisions, continuations and continuations-in-part, reissues, reexaminations, patents of addition, utility models, inventors' certificates, industrial property protection, and right to claim priority thereto in any country, and all extensions and renewals thereof existing now or in the future) and licenses related thereto described on Schedule B hereto which are pending or issued by the PTO (collectively, the "Patents").

E. ASSIGNORS desire to contribute and assign to ASSIGNEE, and ASSIGNEE desires to accept from each ASSIGNOR the Patents and the Trademarks, together with the goodwill of the related business symbolized by such Trademarks.

NOW, THEREFORE, in consideration of the Recitals and the mutual agreements and covenants contained herein and in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Trademark Assignment. Each ASSIGNOR hereby irrevocably sells, assigns, sets over unto, and contributes, transfers, conveys, and delivers to, ASSIGNEE, for ASSIGNEE'S own use and enjoyment as fully and entirely as the same would have been held and enjoyed by any ASSIGNOR if this assignment had not been made, the following:

(a) ASSIGNOR'S entire right, title and interest in and to the Trademarks in the United States and in all foreign countries, including foreign equivalents thereof, whether or not such Trademarks have been applied for or registered prior to, on, or after the date of this Assignment, and any and all renewals and extensions thereof, together with the goodwill of the business symbolized by such Trademarks; and

(b) All claims, demands, income, damages, royalties, and rights of action, both statutory and based upon common law, that any ASSIGNOR has or might have by reason of any infringement of any Trademark prior to, on, or after the date of this Assignment, together with the right to prosecute such claims, demands and rights of action in ASSIGNEE'S own name.

2. Patent Assignment. Each ASSIGNOR hereby irrevocably sells, assigns, sets over unto, and contributes, transfers, conveys, and delivers to, ASSIGNEE, for ASSIGNEE'S own use and enjoyment as fully and entirely as the same would have been held and enjoyed by any ASSIGNOR if this assignment had not been made, the following:

(a) ASSIGNOR'S entire right, title and interests in and to the Patents, in the United States and in all foreign countries, including foreign equivalents thereof, whether or not such Patents have been applied for or issued prior to, on or after the date of this Assignment; and

(b) All claims, demands, income, damages, royalties, and rights of action, both statutory and based upon common law, that any ASSIGNOR has or might have by reason of any infringement of any Patent prior to, on, or after the date of this Assignment, together with the right to prosecute such claims, demands, and rights of action in ASSIGNEE'S own name.

3. Further Assurances.

(a) Each of the ASSIGNORS and ASSIGNEE agrees that it shall do, execute, acknowledge and deliver, at the other party's expense, all acts, agreements, instruments, notices and assurances as may be reasonably requested by the other party to further effect and evidence the transactions contemplated hereby. Each ASSIGNOR hereby further covenants and agrees

that each ASSIGNOR will communicate to ASSIGNEE facts known to any ASSIGNOR respecting any of the Purchased Assets relating to Patents and Trademarks, and the goodwill associated therewith, and will, as reasonably requested by, and at the expense of, ASSIGNEE, testify in any legal proceeding, sign lawful papers, execute divisional, continuing and reissue applications, make rightful oaths, and generally render all commercially reasonable aid to ASSIGNEE to obtain and enforce ASSIGNEE'S rights in the Purchased Assets relating to Patents and Trademarks, and the goodwill associated therewith, in any country; and

(b) Each ASSIGNOR hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to the ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

4. Enforceability. If any provision of this Assignment shall be invalid or unenforceable, in whole or in part, or as applied to any circumstance, under the laws of any jurisdiction which may govern for such purpose, then such provision shall be deemed to be modified or restricted only to the extent and in the manner necessary to render the same valid and enforceable, either generally or as applied to such circumstance, or shall be deemed excised from this Assignment, as the case may require, and this Assignment shall be construed and enforced to the maximum extent permitted by law as if such provision had been originally incorporated herein as so modified or restricted, or as if such provision had not been originally incorporated herein, as the case may be.

5. Amendment. This Assignment may not be modified except by written agreement.

6. No Third-Party Beneficiaries. Nothing expressed or implied in this Assignment is intended to confer upon any person or entity, other than the parties hereto, or their respective successors or permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Assignment.

7. Governing Law; Venue. The parties hereto agree that (i) this Agreement shall be governed by and construed in accordance with the laws of the State of Delaware applicable to contracts to be performed wholly within such State, without reference to the conflicts of laws provisions, (ii) the state and federal courts sitting in the State of Delaware shall have the sole jurisdiction to hear and resolve any disputes arising hereunder; and (iii) the parties agree to waive objections to the personal jurisdiction of such courts in the State of Delaware in the event of any dispute.

8. Counterparts and Amendment. This Assignment may be executed in counterparts, each of which shall be deemed an original, but which together shall constitute one and the same agreement.

9. Purchase Agreement Governs. Notwithstanding anything in this Assignment to the contrary, the terms and provisions of the Purchase Agreement shall control the extent of the sale and assignment made pursuant to this Assignment.

10. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

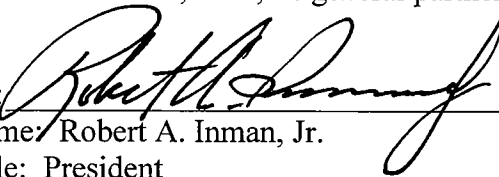
[signature page follows]

IN WITNESS WHEREOF, each ASSIGNOR and ASSIGNEE has caused this Patent and Trademark Assignment to be executed as of the date first written above.

ASSIGNORS:

ICHAUWAY MILLS, LTD.

By: R. A. Inman, LLC, its general partner

By: 
Name: Robert A. Inman, Jr.
Title: President

BED BUDDY PARTNERS, L.P.

By: B.C. Cappelli Corporation

Its: General Partner

By: _____
Name: Robert Cappelli
Title: President

THE BERNARD & AUSSIE CAPPELLI
TRUST

By: _____
Name:
Title: Trustee

ASSIGNEE:

APEX MEDICAL CORPORATION

By: _____
Name: C. Sedgwick Dienst
Title: Director, Chairman of the Board

[Signature Page to Patent and Trademark Assignment Agreement]

TRADEMARK
REEL: 003325 FRAME: 0209

IN WITNESS WHEREOF, each ASSIGNOR and ASSIGNEE has caused this Patent and Trademark Assignment to be executed as of the date first written above.

ASSIGNORS:

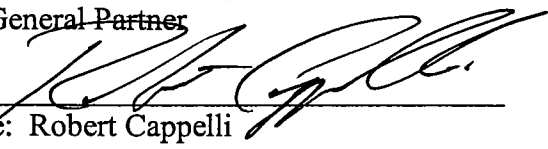
ICHAUWAY MILLS, LTD.

By: R. A. Inman, LLC, its general partner

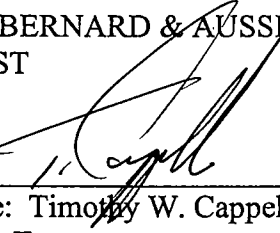
By: _____
Name: Robert A. Inman, Jr.
Title: President

BED BUDDY PARTNERS, L.P.

By: B.C. Cappelli Corporation
Its: General Partner

By: 
Name: Robert Cappelli
Title: President

THE BERNARD & AUSSIE CAPPELLI
TRUST

By: 
Name: Timothy W. Cappelli
Title: Trustee

ASSIGNEE:

APEX MEDICAL CORPORATION

By: _____
Name: C. Sedgwick Dienst
Title: Director, Chairman of the Board

[Signature Page to Patent and Trademark Assignment Agreement]

TRADEMARK
REEL: 003325 FRAME: 0210

IN WITNESS WHEREOF, each ASSIGNOR and ASSIGNEE has caused this Patent and Trademark Assignment to be executed as of the date first written above.

ASSIGNORS:

ICHAUWAY MILLS, LTD.

By: R. A. Inman, LLC, its general partner

By: _____
Name: Robert A. Inman, Jr.
Title: President

BED BUDDY PARTNERS, L.P.

By: B.C. Cappelli Corporation
Its: General Partner

By: _____
Name: Robert Cappelli
Title: President

THE BERNARD & AUSSIE CAPPELLI
TRUST

By: _____
Name:
Title: Trustee

ASSIGNEE:

APEX MEDICAL CORPORATION

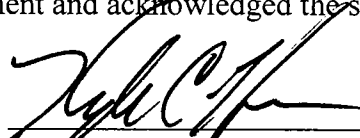
By: C. Sedgwick Dienst
Name: C. Sedgwick Dienst
Title: Director, Chairman of the Board

[Signature Page to Patent and Trademark Assignment Agreement]

TRADEMARK
REEL: 003325 FRAME: 0211

STATE OF **TEXAS**)
)
COUNTY OF **DALLAS**)

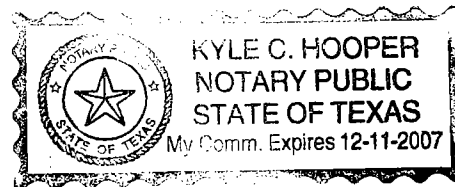
On this 19th day of May, 2006, before me, a Notary Public, personally appeared Robert A. Turner, Jr., to me known and known to me to be the person of that name, who signed the foregoing instrument and acknowledged the same to be his/her free act and deed.



Notary Public

12-11-2007

My Commission Expires



STATE OF)
)
COUNTY OF)

On this _____ day of _____, 2006, before me, a Notary Public, personally appeared _____, to me known and known to me to be the person of that name, who signed the foregoing instrument and acknowledged the same to be his/her free act and deed.

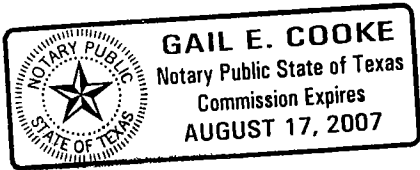
Notary Public

My Commission Expires

STATE OF TEXAS)
)
COUNTY OF DALLAS)

This instrument was acknowledged before me on this 18th day of May, 2006, by Robert Cappelli, President of B. C. Cappelli Corporation, a Texas corporation, General Partner of Bed Buddy Partners, L. P., a Texas limited partnership, on behalf of said limited partnership.

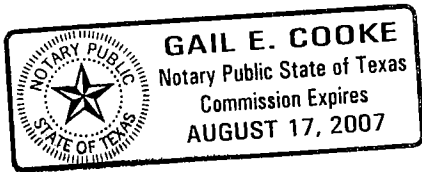
Gail E. Cooke
Notary Public, State of Texas



STATE OF TEXAS)
)
COUNTY OF DALLAS)

This instrument was acknowledged before me on this 18th day of May, 2006, by Timothy W. Cappelli, Trustee of The Bernard & Aussie Cappelli Trust, a Texas trust, on behalf of said trust.

Gail E. Cooke
Notary Public, State of Texas



STATE OF *Illinois*)
)
COUNTY OF *Cook*)

On this _____ day of *May*, 2006, before me, a Notary Public,
personally appeared *C. Sedgwick Dicht*, to me known and known to me to be the person of
that name, who signed the foregoing instrument and acknowledged the same to be his/her free
act and deed.

Laura Stone
Notary Public

1-25-09
My Commission Expires



STATE OF)
)
COUNTY OF)

On this _____ day of _____, 2006, before me, a Notary Public,
personally appeared _____, to me known and known to me to be the person of
that name, who signed the foregoing instrument and acknowledged the same to be his/her free
act and deed.

Notary Public

My Commission Expires

SCHEDULE A

Trademarks

Trademark	Appln. No./Date	Reg. No./ Date	Owner of Record
Bed Buddy Trademark	74461259 11-22-93	1936367 11-21-95	The Bernard & Aussie Cappelli Trust

Trademark Licenses:

None

SCHEDULE B

Patents

Title	Appln. No./ Filed	Pat. No./ Issued	Owner of Record
Heat Pack	29/018,350 2-4-94	D380,050 6-17-97	The Bernard & Aussie Cappelli Trust
Therapeutic Pillow and Method	08/199,386 2-18-94	5,375,278 12-27-94	Ichauway Mills, Inc. d/b/a Atlantis Enterprises
Therapeutic Pillow and Method	08/356,448 12-14-94	5,584,086 12-17-96	Ichauway Mills, Inc. d/b/a Atlantis Enterprises

Patent Licenses:

None