

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
ZHC Holding, LLC		06/29/2004	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Worldwide Medical, LLC		
Street Address:	13 Spectrum Point Drive		
City:	Lake Forest		
State/Country:	CALIFORNIA		
Postal Code:	92630-2242		
Entity Type:	LIMITED LIABILITY COMPANY: ARIZONA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2023956	FIRST CHECK	
CORRESPONDENCE DATA			
Fax Number:	(602)382-6070		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	(602) 382-6250		
Email:	lfraley@swlaw.com		
Correspondent Name:	R. Lee Fraley		
Address Line 1:	One Arizona Center, 400 East Van Buren		
Address Line 4:	Phoenix, ARIZONA 85004		
ATTORNEY DOCKET NUMBER:	50237.0003		
NAME OF SUBMITTER:	R. Lee Fraley		
Signature:	/R. Lee Fraley/		
Date:	01/26/2007		

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REEL: 003469 FRAME: 0203

Total Attachments: 2

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ASSIGNMENT OF INTELLECTUAL PROPERTY AND PERMITS

This Assignment of Intellectual Property and Permits (this "**Assignment**") is being made pursuant to the Asset Purchase Agreement, dated as of June **29**, 2004 (the "**Purchase Agreement**"), by and among Worldwide Medical, LLC, an Arizona limited liability company ("**Buyer**") and ZHC Holding, LLC, a Delaware limited liability company doing business as "**Worldwide Medical**" ("**Seller**").

RECITAL

Seller has agreed, pursuant to the Purchase Agreement, to transfer and assign to Buyer, and Buyer desires to accept the transfer and assignment of, all of Seller's worldwide right, title and interest in, to and under Seller's (a) registered and unregistered domestic and foreign servicemarks, trademarks, trademark applications and trade names, including without limitation the servicemarks, trademarks, servicemark and trademark applications and trade names listed on Schedule A annexed hereto and incorporated herein by this reference (collectively, the "**Marks**"), and (b) the permits, licenses and other authorizations, and applications therefore, listed on Schedule B attached hereto and incorporated herein by this reference (collectively, the "**Permits**").

ASSIGNMENT

1. Seller, for and in exchange for the payment of the consideration set forth in the Purchase Agreement, the receipt and adequacy of which is hereby acknowledged, does hereby transfer and assign to Buyer, and Buyer hereby accepts the transfer and assignment of, all of Seller's worldwide right, title and interest in, to and under the Marks and Permits together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of any Mark and Permits, whether arising prior to or subsequent to the date of this Assignment, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States, Canada and in any other jurisdiction, the same to be held and enjoyed by the said Buyer, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by Seller had this Assignment not been made.

2. Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment of Intellectual Property shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to the principles of conflicts of laws thereof.

[SIGNATURES BEGIN ON NEXT PAGE]

Dated this 30 day of June, 2004.

“Seller ”

ZHC HOLDING, LLC, a Delaware limited liability company

By: _____

Name:

Title:

State of _____)
County of _____) ss.:

On this _____ day of _____, 2004, before me, _____, personally appeared _____, _____ of _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

Notary Public

[SIGNATURE PAGE TO ASSIGNMENT OF INTELLECTUAL PROPERTY AND PERMITS]