

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Recission of Assignment Previously Recorded at Reel 003642/Frame 0642		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
American Orthopedic Supports		06/14/2006	CORPORATION: NORTH CAROLINA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	American Orthopedic Supports		
<b>Street Address:</b>	21000 Boca Rio Road, Ste. 16A		
<b>City:</b>	Boca Raton		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	33433		
<b>Entity Type:</b>	CORPORATION: FLORIDA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2626518	DOC ORTHO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(954)927-6077		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	954-927-6071		
<b>Email:</b>	leblanc.law@comcast.net		
<b>Correspondent Name:</b>	Lee Anne LeBlanc, Esquire		
<b>Address Line 1:</b>	1835 E. Hallandale Beach Blvd.		
<b>Address Line 2:</b>	Ste. 344		
<b>Address Line 4:</b>	Hallandale, FLORIDA 33009		
<b>NAME OF SUBMITTER:</b>	Lee Anne LeBlanc		
<b>Signature:</b>	/lee anne leblanc/		
<b>Date:</b>	12/11/2007		

OP \$40.00 2626518

**Total Attachments: 3**

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## RESCISSION OF ASSIGNMENT OF TRADEMARK RIGHTS

Assignor: American Orthopedic Supports, Inc., a Florida Corporation

Assignee: American Orthopedic Supports, Inc., a North Carolina Corporation

Mark: "DOC ORTHO"

U.S. Registration No.: 2,626,518

U.S. Serial No.: 76/278,102

Filing Date: June 29, 2001


Issue Date: September 24, 2002

Assignor, American Orthopedic Supports, Inc., a corporation of the state of Florida, hereby rescinds its assignment of U.S. Trademark Registration No. 2,626,518 for "DOC ORTHO" to American Orthopedic Supports of North Carolina.

On June 13, 2006, the parties purportedly entered into an Assignment of Trademark Rights, which is attached and marked Exhibit A. The assignment was void upon its inception and, accordingly, the transfer of intellectual property rights did not occur. The basis of the instant rescission is *nul tiel corporation*. The assignee corporation never existed under the law of North Carolina as asserted in the Assignment document. The trademark rights at all times remained in the possession of Assignor, American Orthopedic Supports, Inc. of Florida. No alienation of trademark rights occurred.

Therefore, Assignor hereby rescinds the aforementioned Assignment of Trademark Rights effective June 13, 2006, *nunc pro tunc*.

Signed this 14<sup>th</sup> day of June 2006.

  
George Blews  
American Orthopedic Supports, Inc. FL

## ASSIGNMENT OF TRADEMARK RIGHTS

Assignor: American Orthopedic Supports, Inc., a Florida Corporation

Assignee: American Orthopedic Supports, Inc., a North Carolina Corporation

Mark: "DOC ORTHO"

U.S. Registration No.: 2,626,518

U.S. Serial No.: 76/278,102

Filing Date: June 29, 2001

Issue Date: September 24, 2002

### RECITALS

**WHEREAS**, the above identified Assignor, American Orthopedic Supports, Inc., (sometimes hereinafter "AOS, FL" or "Assignor"), a Florida corporation, having an address of 21000 Boca Rio Road, Ste. 16A, Boca Raton, FL 33433, is the owner of United States Trademark Registration No. 2,626,518 for "DOC ORTHO" (sometimes hereafter "the Mark") in connection with online store services featuring medical and therapeutic supports for limbs and joints and occupational and patient care products in Class 35.

**WHEREAS**, the above identified Assignee, American Orthopedic Supports, Inc. (sometimes hereinafter "AOS, NC" or "Assignee"), a North Carolina corporation, having an address of 12200-C Mt. Holly Huntersville Road, Huntersville, NC 28078, is desirous of acquiring said mark;

**NOW THEREFORE FOR GOOD AND VALUABLE CONSIDERATION**, receipt of which is hereby acknowledged, the parties hereto agree as follows:

### ASSIGNMENT

On this 13th day of June, 2006,

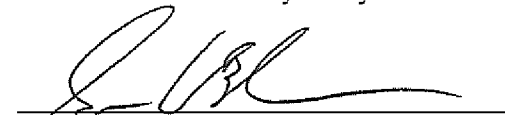
AOS, FL does hereby assign, sell, transfer and set over to AOS, NC the entire right, title and interest in and to the Mark "DOC ORTHO" and U.S. Registration No. 2,626,518 together with the goodwill which is connected to the online store services featuring medical and therapeutic supports for limbs and joints and occupational and patient care

products in Class 35, with which said Mark is used and all convention and treaty rights of all kinds in all countries of the world with respect to the following, all of the aforementioned property and rights to be held and enjoyed by AOS, NC for its own use, benefit and behalf and for the use, benefit and behalf of its successors, assigns and other legal representatives as fully and entirely as the same would have been held and enjoyed by AOS, FL prior to this Assignment together with all claims for damages by reason of past infringement of said Mark and with the right to sue for and collect the same.

### REPRESENTATIONS AND WARRANTIES

As an inducement to Assignee to purchase the "DOC ORTHO" mark, U.S. Registration No. 2,626,518, Assignor hereby represents and warrants to Assignee that, to the best of Assignor's knowledge, the Mark is subsisting and is not invalid or unenforceable, in whole or in part; and to the best of Assignor's knowledge, Assignor's use of the Mark is exclusive throughout the United States and does not infringe any rights owned or possessed by any third party; and neither Assignor nor, to the best of Assignor's knowledge, any prior owner of the Mark, assigned or granted any rights or licenses to any person or entity which have not been terminated prior to the date hereof, nor has Assignor otherwise encumbered the Mark or any rights or interest therein. To the best of Assignor's knowledge, it is the sole owner of the Mark, which is free and clear of any liens, charges and encumbrances, and no other person or entity has or shall have any claim of ownership with respect to the Mark. Moreover, Assignor warrants that it has the full right, power and authority to enter into this Agreement and assign, transfer and sell all of the right, title and interest in and to the Mark. Assignor further represents that there are no claims, judgments or settlements to be paid by Assignor or, to the best of Assignor's knowledge, any pending claims or litigation, by or against Assignor or any prior owner of the Mark, relating to the Mark.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

  
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George Blews  
American Orthopedic Supports, Inc. FL

  
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George Blews  
American Orthopedic Supports, Inc. NC