

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Tyco Healthcare Retail Services AG		04/18/2008	CORPORATION: SWITZERLAND

**RECEIVING PARTY DATA**

<b>Name:</b>	First Quality Retail Services, LLC
<b>Street Address:</b>	80 Cuttermill Road, Suite 500
<b>City:</b>	Great Neck
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	11021
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 12**

Property Type	Number	Word Mark
Registration Number:	1489849	DIMENSION
Registration Number:	1940176	DRI SILK
Serial Number:	77125174	DRI-SOFT
Registration Number:	2157862	DRY BLUE QUILTING
Registration Number:	2562006	FRESH TIMES
Registration Number:	2110007	HAPPIES
Registration Number:	2104440	RAPID-DRY
Registration Number:	1871805	SILENT WEAVE
Registration Number:	1477404	SURETYS
Registration Number:	2170056	TENDER TOUCH
Registration Number:	1483387	VELSOFT
Registration Number:	1396390	VELSOFT

**CORRESPONDENCE DATA**

CH \$315.00 1489849

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ATTORNEY DOCKET NUMBER:	34315/7
NAME OF SUBMITTER:	Holly Pekowsky
Signature:	/Holly Pekowsky/
Date:	05/12/2008

**Total Attachments: 4**

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## TRADEMARK ASSIGNMENT AGREEMENT

**THIS TRADEMARK ASSIGNMENT AGREEMENT**, dated as of the 18<sup>th</sup> day of April, 2008 by and between **Tyco Healthcare Retail Services AG**, a corporation organized under the laws of Switzerland ("THRSG") and **First Quality Retail Services, LLC**, a limited liability company organized under the laws of the State of Delaware ("Purchaser"). THRSG and Purchaser are herein referred to collectively as the "Parties".

### WITNESETH:

**WHEREAS**, THRSG is the owner of all right, title and interest in the trademarks, service marks and related trademark and service mark Registrations and Applications below (collectively, the "Marks");

Country	Trademark	Status	Appl. No.	Reg. No.
US	A LIFETIME OF STORE BRAND LOYALTY	COMMON LAW	78/119726	
CA	CANAUX'D ARBSORPTION DYNAFLOW	Registered	1025356	549692
US	DIMENSION	Registered	73/691250	1489849
US	DRI SILK	Registered	401495	1940176
CA	DRI-KNIT	Registered	806651	478093
CA	DRI-SILK	Registered	776933	457413
US	DRI-SOFT	Pending	77/125174	
CA	DRY BLUE QUILTING	Registered	1025500	557088
US	DRY BLUE QUILTING	Registered	75/199755	2157862
CA	DYNAFLOW CHANNELS	Registered		349835
US	FRESH TIMES	Registered	78/064063	2562006
US	HAPPIES	Registered	75/142391	2110007
CA	INSTASORB LAYER	Registered	1025358	545629
CA	RAPID DRY	Registered	1072402	567152
US	RAPID-DRY	Registered	75/142392	2104440
CA	SILENT WEAVE	Registered	1025498	557103
US	SILENT WEAVE	Registered	74359241	1871805
US	SURETYS	Registered	674323	1477404
US	TENDER TOUCH	Registered	75/097400	2170056
CA	VELSOFT	Registered	595886	478400
US	VELSOFT	Registered	665654	1483387
US	VELSOFT	Registered	73/496252	1396390

**WHEREAS**, Purchaser desires to acquire all right, title, and interest in and to the Marks;

**NOW, THEREFORE**, in consideration of the foregoing, and for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, THRSG hereby

assigns unto Purchaser, its successors and assigns, the entire right, title and interest in and to the Marks (including, without limitation, the Registrations and Applications listed above), together with the goodwill of the business connected with and symbolized by the Marks, and all income, royalties, damages and payments now or hereafter due or payable in respect to the Marks and all causes of action (either in law or in equity) and the right to sue, counterclaim and recover for past, present and future infringement and/or dilution of the same.

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

Tyco Healthcare Retail Services AG

By: M. Glauser  
Name: Michelle GLAUSER  
Title: Managing Director

First Quality Retail Services, LLC

By: \_\_\_\_\_  
Name:  
Title:


[Signature Page to Trademark Assignment Agreement]

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

Tyco Healthcare Retail Services AG

By: \_\_\_\_\_  
Name:  
Title:

First Quality Retail Services, LLC

By:  \_\_\_\_\_  
Name: Kumbiz Damaji  
Title: executive vice president

[Signature Page to Trademark Assignment Agreement]