

**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		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Darco Kentucky, Inc.		12/19/2002	CORPORATION: KENTUCKY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Darco International, Inc.		
<b>Street Address:</b>	810 Memorial Blvd.		
<b>City:</b>	Huntington		
<b>State/Country:</b>	WEST VIRGINIA		
<b>Postal Code:</b>	25701		
<b>Entity Type:</b>	CORPORATION: WEST VIRGINIA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1500416	EXERLITES	
Registration Number:	1590713	EXERLITES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(215)751-2205		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	215-751-2357		
<b>Email:</b>	jkluger@schnader.com		
<b>Correspondent Name:</b>	Joan T. Kluger		
<b>Address Line 1:</b>	Schnader Harrison Segal & Lewis LLP		
<b>Address Line 2:</b>	1600 Market Street, Suite 3600		
<b>Address Line 4:</b>	Philadelphia, PENNSYLVANIA 19103		
<b>ATTORNEY DOCKET NUMBER:</b>	3001888-0001		
<b>NAME OF SUBMITTER:</b>	Kimberly Bittinger		
<b>Signature:</b>	/Kimberly Bittinger/		

CH \$65.00 1500416

Date:

08/12/2008

**Total Attachments: 4**

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## ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS (this "Assignment"), dated as of December 19, 2002, is made by DARCO KENTUCKY, INC., a Kentucky corporation ("Assignor"), to DARCO INTERNATIONAL, INC., a West Virginia corporation ("Assignee"). All capitalized terms not otherwise defined in this Agreement are defined as set forth in the Asset Purchase Agreement dated as of August 22, 2000, among Assignor, the Jerome Group, Inc. ("Jerome"), Assignee and others (the "Purchase Agreement").

**WHEREAS**, pursuant to the Purchase Agreement Assignor has acquired certain of the assets of Jerome's orthopedic soft goods business;

**WHEREAS**, Assignor, by virtue of the Purchase Agreement in its own name, is the owner of (i) certain United States federal and foreign trademark and service mark registrations and applications therefor used exclusively in connection with the orthopedic soft goods business (collectively, the "Registered Marks"), including, but not limited to, the registrations and applications listed in Schedule A, (ii) certain ideas, inventions, patents and utility models and applications therefor used exclusively in connection with the orthopedic soft goods business, including, but not limited to, the United States and foreign patents and utility models and applications therefor listed in Schedule A hereto, and all reissues, divisions, continuations, continuations-in-parts, extensions, and reexaminations thereof or thereon (hereinafter, collectively, the "Patents"); (iii) certain copyrights and registrations therefor used exclusively in connection with the orthopedic soft goods business (collectively, the "Copyrights"), including, but not limited to, the United States Copyright Registrations listed in Schedule A hereto, and all renewals thereof or thereon; and (iv) certain trade dress, know-how, trade secrets, common law trademarks, service marks and tradenames, and other similar proprietary rights used exclusively in connection with the orthopedic soft goods business (collectively, the "Common Law Assets"), including, but not limited to, the common law trademarks and tradenames listed in Schedule A; and

**WHEREAS**, pursuant to the Purchase Agreement, Assignor acquired the assets covered thereby including without limitation the Registered Marks, Patents, Copyrights, and the Common Law Assets, but excluding all trademarks, trade names, brand names, logos, service marks and other intellectual property which use the name "Jerome" (collectively, the "Assets");

**NOW, THEREFORE**, for valuable and legally sufficient consideration acknowledged by the Assignor to have been received in full:

1. The Assignor does hereby sell, convey, assign and transfer to the Assignee its entire right, title and interest in, to and under all Assets, together with the goodwill of the business symbolized by such Assets, together with all rights and privileges granted and secured thereby, including the full right to sue for past, present or future infringement of such Assets, these rights to be held and enjoyed by the Assignee as fully and entirely as the same would have been held and enjoyed by said Assignor if this Assignment and sale had not been made.

2. The Assignor hereby represents that the Assignor has the full right to convey the Assets to Assignee and this Assignment is effective to transfer all of Assignor's right, title and interest in the Assets to Assignee.

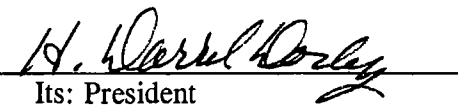
3. The Assignor hereby covenants and agrees to execute any and all documents reasonably requested by Assignee for the purpose of carrying out the intent and purposes of this Assignment. The Assignor hereby further covenants and agrees that it will cooperate with the Assignee to enable the Assignee to enjoy, to the fullest extent, the right, title and interest intended to be herein conveyed. Assignor's cooperation shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance relating to the Assets, all to the extent deemed necessary or desirable by the Assignee for (a) the continued prosecution, if any, of the Assets, including any interference which may arise, and the making and prosecution of any other foreign or United States patent or trademark application that the Assignee may elect to pursue stemming from the Assets, including any divisions, continuations, continuation-in-parts, substitutions or reissues, and including any interference which may arise during same; (b) participation in any legal or administrative proceedings involving the Assets; and (c) otherwise fully carrying out the terms of this Assignment.

4. The terms and covenants of this Assignment shall inure to the benefit of the Assignee and its successors and assigns and shall be binding upon the Assignor and its successors and assigns.

5. The Assignor hereby requests that the appropriate patent, trademark or other government offices record this Assignment and issue a new certificate of registration in the Assignee's name.

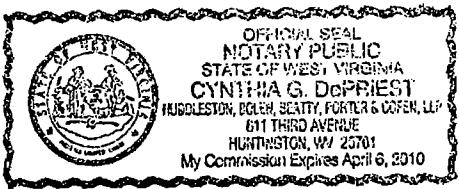
IN TESTIMONY WHEREOF, Assignor has executed this Assignment on the day and year first above written.

DARCO KENTUCKY, INC.

By:   
Its: President

STATE OF WEST VIRGINIA            )  
  ) SS:  
COUNTY OF CABELL                 )

On this 14<sup>th</sup> day of December, 2002, before me appeared H. Darrel Darby, who, being by me duly sworn, did say that he is the President of Darco Kentucky, Inc., a Kentucky corporation and personally known to me to be the same person whose name is subscribed to the foregoing ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS ("Assignment"), and acknowledged to me that he signed and delivered the foregoing Assignment on behalf of and pursuant to authority from such corporation and that the foregoing Assignment was a free and voluntary act and deed.



Cynthia G. DePriest  
Notary Public

My commission expires: April 6, 2010

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EXHIBIT A-3  
UN-I-MED, INC. TRADEMARKS, TRADENAMES, ETC.  
AS OF SEPTEMBER 1, 2000

Exerlites<sup>®</sup> Trademark Reg. No. 1,500,416 Aug. 16, 1988

Exerlites<sup>®</sup> Trademark Reg. No. 1,590,713 Apr. 10, 1990