

**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>
The Hygenic Corporation		04/06/2009	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Hygenic Intangible Property Holding Co.		
<b>Street Address:</b>	1245 Home Avenue		
<b>City:</b>	Akron		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	44310		
<b>Entity Type:</b>	CORPORATION: NEVADA		
<b>PROPERTY NUMBERS Total: 27</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2364354	AQUAFINS	
Registration Number:	2037965		
Registration Number:	2037964		
Registration Number:	2037966		
Registration Number:	1379345	DYNA-BAND	
Registration Number:	2972007	FIRST STEP TO ACTIVE HEALTH	
Registration Number:	2928215	FIRST STEP TO ACTIVE HEALTH	
Registration Number:	2550917	FLEXBAR	
Registration Number:	3069817	HYGENIC	
Registration Number:	2120982	H HYGENIC	
Registration Number:	1966739	H HYGENIC	
Registration Number:	1241177	H HYGENIC	
Registration Number:	1269061	H HYGENIC	
Registration Number:	1380599	H HYGENIC	

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Registration Number:	2262494	H HYGENIC
Registration Number:	2818889	HYPERFORM
Registration Number:	2308554	HYSYNAL
Registration Number:	2144993	HYTONE
Registration Number:	1541408	
Registration Number:	1011451	PARABATH
Registration Number:	2599090	SDS
Registration Number:	1895004	THERA-BAND
Registration Number:	1063239	THERA-BAND
Registration Number:	2295811	THERA-BAND
Registration Number:	1542392	THERA-BAND
Registration Number:	2467659	THERA-BAND
Registration Number:	3024914	THERA-BAND

**CORRESPONDENCE DATA**

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Email: kathleenmangual@gmail.com  
Correspondent Name: Kathleen Mangual  
Address Line 1: c/o Paul Hastings, LLP  
Address Line 2: 75 East 55th Street  
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	72163.00002 ASSIGNMENT
NAME OF SUBMITTER:	Kathleen Mangual
Signature:	/s/ Kathleen Mangual
Date:	04/07/2009

Total Attachments: 6  
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## ASSIGNMENT OF U.S. INTELLECTUAL PROPERTY

This ASSIGNMENT OF U.S. INTELLECTUAL PROPERTY (this "Assignment"), effective the 6th day of April, 2009, is made and entered into by and between The Hygenic Corporation, a Delaware corporation having a place of business at 1245 Home Avenue, Akron, OH 44310 ("Assignor"), and Hygenic Intangible Property Holding Co., a Nevada corporation having a place of business at 1245 Home Avenue, Akron, OH 44310 ("Assignee") (each a "Party," and collectively, the "Parties").

WHEREAS, Assignor is the owner of each of (i) the patents and patent applications set forth on Schedule A hereto; (ii) the copyrights, copyright registrations and copyright applications set forth on Schedule B hereto; and (iii) the trademarks, trademark registrations and trademark applications (including any and all goodwill symbolized thereby) set forth on Schedule C hereto ((i)-(iii), collectively, the "Intellectual Property"); and

WHEREAS, Assignor and its subsidiaries, including Assignee, are completing a reorganization plan, pursuant to which Assignor desires to transfer, assign and deliver to Assignee and Assignee desires to assume and accept from Assignor, all of Assignor's right, title and interest in and to the Intellectual Property pursuant to the terms and conditions of this Assignment.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Assignment. Assignor hereby assigns to Assignee all of Assignor's right, title and interest in and to the Intellectual Property, including all rights therein provided by international conventions and treaties, and the right to sue for past, present and future infringement thereof.
2. No Warranties. Assignor makes no warranties, express or implied, with respect to the Intellectual Property.
3. Further Assurances. Assignor shall, at the cost and expense of Assignee, timely execute and deliver any additional documents and perform such additional acts necessary or desirable to record and perfect the interest of Assignee in and to the Intellectual Property, and shall not enter into any agreement in conflict with this Assignment.
4. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of New York, without regard to the conflicts of law rules of such state.
5. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same agreement.

*[Remainder of Page Intentionally Left Blank; Signature Page Follows]*

IN WITNESS WHEREOF, each Party has caused this Assignment to be executed by its duly authorized representative.

**ASSIGNOR:**

THE HYGENIC CORPORATION

By: Neil E. Licht  
Name: Neil Licht  
Title: VP. FINANCE

**ASSIGNEE:**

HYGENIC INTANGIBLE PROPERTY HOLDING  
CO.

By: Neil E. Licht  
Name: Neil Licht  
Title: VP. FINANCE







SCHEDULE A  
PATENTS




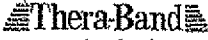
<b>Country</b>	<b>Application No.</b>	<b>Patent No.</b>	<b>Issue Date</b>
U.S.	08/676,428	5,674,268	10/07/1997
U.S.	08/813,795	5,807,214	09/15/1997
U.S.	08/933,719	5,798,411	08/25/1998
U.S.	09/137,222	6,084,027	07/04/2000
U.S.	09/230,384	6,436,014	08/20/2002

SCHEDULE B  
COPYRIGHTS

Country	Title	Registration No.	Registration Date
U.S.	Explore the possibilities : Hysynal synthetic rubber sheeting products--OEM & Specialty Products Group.	TX0004977252	12/17/1998
U.S.	Explore the possibilities : Hysynal synthetic rubber tubing--OEM & Specialty Products Group.	TX0004977253	12/17/1998
U.S.	Hygenic tubing product descriptions.	TX0004851509	05/06/1998
U.S.	HYSYNAL: OEM & special products group.	TX0004851513	05/06/1998
U.S.	HYSYNAL synthetic rubber tourniquets; Hygenic disposable natural latex tourniquets.	TX0004851511	05/06/1998
U.S.	HYTONE latex sheeting.	TX0004851508	05/06/1998
U.S.	OEM & special products group.	TX0004851507	05/06/1998
U.S.	Overview: OEM & special products group.	TX0004851510	05/06/1998
U.S.	Sheeting: OEM & special products group.	TX0004851514	05/06/1998
U.S.	Thera-Band: it's time to make your splash in a pool overflowing with profits.	TX0004852477	09/02/1998
U.S.	Thera-Band the shortest distance between therapy & fitness: 1998 Latex free leaflet.	TX0004876331	09/29/1998
U.S.	Thera-Band: the shortest distance between therapy and fitness.	TX0005089385	11/24/1999
U.S.	Thera-Band: the shortest distance between therapy and fitness.	TX0004871823	09/02/1998
U.S.	Thera-Band: they may never leave the pool again.	TX0004871677	09/02/1998
U.S.	Tubing: OEM & special products group.	TX0004851512	05/06/1998
U.S.	The Thera-Band resistive exerciser instruction book.	TX0000190265	02/09/1979

SCHEDULE C  
TRADEMARKS

Country	Trademark	Application Number	Registration Number	Filing Date	Registration Date
U.S.	AQUAFINS	75712381	2364354	05/24/1999	07/04/2000
U.S.	COLOR GREEN	74591344	2037965	10/27/1994	02/11/1997
U.S.	COLOR PINK	74591343	2037964	10/27/1994	02/11/1997
U.S.	COLOR PURPLE	74591577	2037966	10/27/1994	02/11/1997
U.S.	DYNA-BAND	73548554	1379345	07/17/1985	01/21/1986
U.S.	FIRST STEP TO ACTIVE HEALTH	76526299	2972007	06/27/2003	07/19/2005
U.S.	FIRST STEP TO ACTIVE HEALTH	76526336	2928215	06/27/2003	02/22/2005
U.S.	FLEXBAR	75942466	2550917	03/13/2000	03/19/2002
U.S.	HYGENIC	76608566	3069817	08/20/2004	03/21/2006
U.S.		75109559	2120982	05/22/1996	12/16/1997
U.S.		74660426	1966739	04/13/1995	04/9/1996
U.S.		73348731	1241177	02/04/1982	06/07/1983
U.S.		73404347	1269061	12/01/1982	03/06/1984
U.S.		73548499	1380599	07/17/1985	01/28/1986
U.S.		75419864	2262494	01/20/1998	07/20/1999
U.S.	HYPERFORM	76427046	2818889	07/02/2002	03/02/2004
U.S.	HYSYNAL	75463681	2308554	04/07/1998	01/18/2000
U.S.	HYTONE	74714927	2144993	08/14/1995	03/17/1998

Country	Trademark	Application Number	Registration Number	Filing Date	Registration Date
U.S.	 (color)	73760623	1541408	10/31/1988	05/30/1989
U.S.	PARABATH	73013181	1011451	02/11/1974	05/27/1975
U.S.	SDS	76152300	2599090	10/23/2000	07/23/2002
U.S.	SLOW DEFLATE ADVANTAGE	77369841		01/11/2008	
U.S.	THERA-BAND	74493865	1895004	02/24/1994	05/23/1995
U.S.	THERA-BAND	73100524	1063239	09/20/1976	04/12/1977
U.S.	THERA-BAND	75556542	2295811	09/18/1998	11/30/1999
U.S.	 (color)	73760624	1542392	10/31/1988	06/06/1989
U.S.	 (black and white)	76043561	2467659	05/08/2000	07/10/2001
U.S.	 (color)	76045653	3024914	05/11/2000	12/13/2005