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
Performance Health, Inc.		04/06/2009	CORPORATION: PENNSYLVANIA

RECEIVING PARTY DATA

Name:	Hygenic Intangible Property Holding Co.
Street Address:	1245 Home Avenue
City:	Akron
State/Country:	ОНЮ
Postal Code:	44310
Entity Type:	CORPORATION: NEVADA

PROPERTY NUMBERS Total: 24

Property Type	Number	Word Mark
Registration Number:	1774041	BIOFREEZE
Registration Number:	2334826	CRYOFREEZE
Registration Number:	3360134	CRYOSPRAY
Registration Number:	2001198	CRYOTHERAPY "THE COLD METHOD"
Registration Number:	2595961	DYNAFREEZE
Registration Number:	2756458	GROWING PAINS
Registration Number:	3139538	LEARN MORE, HEAL MORE, ACHIEVE MORE
Registration Number:	3157008	PAIN MANAGEMENT WITH THE MASTERS
Registration Number:	2318703	PAIN RELIEF THAT WORKS
Registration Number:	2269944	PAIN RELIEF THAT WORKS!
Registration Number:	2127009	PERFORM
Registration Number:	3019509	PERFORMANCE HEALTH
Registration Number:	3022797	PERFORMANCE HEALTH
Registration Number:	2867621	PROSSAGE

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Registration Number:	2518737	SPA COOL
Registration Number:	3058030	SPA FIRM
Registration Number:	2981314	SPA HEALTH
Registration Number:	3032590	SPA MOISTURE
Registration Number:	3104322	SPASSAGE
Registration Number:	2234542	STOPS PAIN COLD
Registration Number:	2001199	THE COLD METHOD
Registration Number:	2814611	THE PAIN STOPS HERE!
Registration Number:	2960646	YOUR CLEAR SOLUTION FOR PAIN RELIEF
Registration Number:	2469031	YOUR NATURAL CHOICE FOR MAXIMUM PAIN RELIEF

CORRESPONDENCE DATA

Fax Number: (212)230-7740

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 212-318-6556

Email: kathleenmangual@paulhastings.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 Performance Health, Inc., a Pennsylvania corporation having a place of business at 2230 Boyd Road Export, PA 15632 ("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 Assignee are completing a reorganization plan along with The Hygenic Corporation, the parent company of Assignor and Assignee, 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. <u>Assignment</u>. 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. <u>No Warranties</u>. Assignor makes no warranties, express or implied, with respect to the Intellectual Property.
- 3. <u>Further Assurances</u>. 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. <u>Governing Law</u>. 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. <u>Counterparts</u>. 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.

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

ASSIGNOR:

PERFORMANCE HEALTH, INC.

By: Name: New Land
Title: VP. F. PANE

ASSIGNEE:

HYGENIC INTANGIBLE PROPERTY HOLDING CO.

SCHEDULE A PATENTS

None.

LEGAL_US_E # 83095577.3

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SCHEDULE B COPYRIGHTS

Country	Title	Copyright No.	Registration Date
U.S.	BIOFREEZE website (April 6, 2005)	TX0006896334	10/22/2007
U.S.	BIOFREEZE website (June 10, 2006 revision)	TX0006896337	10/22/2007
U.S.	Pain management with the masters.	PA0001240180	08/09/2004
U.S.	Pain management with the masters. PA 1-240-180 (2004)	V3553D555	06/18/2007
U.S.	Pain management with the masters. PA 1-240-180 (2004)	V3538D466	05/19/2006

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SCHEDULE C TRADEMARKS

Country	Trademark	Application	Filing Date	Registration	Registration
2 7.	DICERTIFICE	Number	0001/70/00	1774041	04/01/1003
11.0	COVORDERVE	75550000	00/24/1008	7334876	03/28/2000
1100	CRACE A V	76558797	10/27/2003	3360134	12/25/2007
U.S.	CRYOTHERAPY THE COLD METHOD!	74721223	08/28/1995	2001198	09/17/1996
U.S.	DYNAFREEZE	76279787	07/03/2001	2595961	07/16/2002
U.S.	GROWING PAINS	75565104	10/05/1998	2756458	08/26/2003
U.S.	LASER FREEZE	78578519	03/02/2005		
	LEARN MORE, HEAL MORE, ACHIEVE MORE	76585706	04/07/2004	3139538	09/02/2006
U.S.	F. C.	77530701	07/24/2008		
U.S.	PAIN MANAGEMENT WITH THE MASTERS	78642148	06/02/2005	3157008	10/17/2006
U.S.	PAIN RELIEF THAT WORKS	75/597,429	12/01/1998	2,318,703	01/15/2000
U.S.	PAIN RELIEF THAT WORKS!	75274470	04/11/1997	2269944	08/10/1999
U.S.	PERFORM	75196235	11/12/1996	2127009	01/06/1998
U.S.	PERFORMANCE HEALTH	76623696	12/08/2004	3019509	11/29/2005
U.S.	PerformanceHealth	76623861	12/08/2004	3022797	12/06/2005
U.S.	PROSSAGE	76512655	05/08/2003	2867621	07/27/2004
U.S.	SPA COOL	76036108	04/27/2000	2518737	12/11/2001
U.S.	SPA FIRM	76475828	12/17/2002	3058030	02/02/2006
U.S.	SPA HEALTH	76311685	09/12/2001	. 2981314	08/02/2005
U.S.	SPA MOISTURE	76299824	08/14/2001	3032590	12/20/2005

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Country	Trademark	Application	Filing Date	Registration	Registration
		Number		Number	Date
U.S.	SPASSAGE	76475898	12/17/2002	3104322	06/13/2006
U.S.	STOPS PAIN COLD	75009632	10/06/1995	2234542	03/23/1999
U.S.	THE COLD METHOD	74721224	08/28/1995	2001199	09/17/1996
U.S.	THE PAIN STOPS HERE!	76456169	10/07/2002	2814611	02/17/2004
U.S.	YOUR CLEAR SOLUTION FOR PAIN	76568670	12/24/2003	2960646	06/07/2005
	RELIEF				
U.S.	YOUR NATURAL CHOICE FOR	75/831,485	10/25/1999	2469031	07/17/2001
	MAXIMUM PAIN RELIEF				

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