

Form PTO-1594 (Rev. 01-09)
OMB Collection 0651-0027 (exp. 02/28/2009)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Carroll Healthcare Inc.

- Individual(s)
- General Partnership
- Corporation- State: Ontario
- Other
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Carroll Healthcare LP.

Internal Address: _____

Address: c/o Invacare Corporation

Street Address: One Invacare Way

City: Elyria

State: OH

Country: U.S. Zip: 44036-2125

Association Citizenship _____

General Partnership Citizenship _____

Limited Partnership Citizenship Ontario

Corporation Citizenship _____

Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) June 30, 2009

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,925,558 2,889,549 2,808,986 2,742,142 2,360,544 3,458,540

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Kenneth J. Smith

Internal Address: Calfee, Halter & Griswold LLP

Street Address: 800 Superior Ave., Ste. 1400

City: Cleveland

State: OH Zip: 44114

Phone Number: 216-622-8674

Fax Number: 216-241-0816

Email Address: ipdocket@calfee.com

6. Total number of applications and registrations involved:

6

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$240

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number 030172

Authorized User Name Kenneth J. Smith

9. Signature:

Ken J. Smith
Signature

July 29, 2009
Date

Kenneth J. Smith, Reg. No. 45,115

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

17

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

CH \$165.00 030172 2925558

Execution Version

ASSET TRANSFER AND ASSUMPTION OF LIABILITIES AGREEMENT

THIS AGREEMENT made the 30th day of June, 2009.

BETWEEN:

CARROLL HEALTHCARE INC.,
a corporation existing under the laws of Ontario

(the "Transferor")

- and -

CARROLL HEALTHCARE L.P.,
a limited partnership formed under the laws of Ontario

(the "Transferee")

RECITALS:

A. The Transferor desires to transfer to the Transferee the Transferred Assets subject to the conditions hereinafter set forth and the Transferee desires to accept such transfer and to assume the Assumed Liabilities and to issue limited partnership units of the Transferee in partial consideration therefor, as hereinafter set forth.

NOW THEREFORE THIS AGREEMENT WITNESSETH that for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties have agreed and do hereby agree with each other as follows:

ARTICLE 1
INTERPRETATION

Section 1.1 Definitions. Where used in this Agreement, unless the context or subject matter otherwise requires, the following words and phrases will have the meanings set forth below:

- (a) "**Affiliate**" means, with respect to any Person, any other Person who directly or indirectly controls, is controlled by, or is under direct or indirect common control with, such Person, and includes any Person in like relation to an Affiliate. A Person shall be deemed to control a Person if such Person possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract or otherwise; and "controlled" shall have a similar meaning.

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- (b) **"Agreement"** means this agreement, as amended from time to time, and includes any schedules hereto and "Section" and "Schedule" refers to sections of and schedules to this agreement.
- (c) **"Assumed Liabilities"** means any and all liabilities, obligations, debts, claims, expenses or damages, whether direct or indirect, known or unknown, fixed, contingent or absolute, named or unnamed, disputed or undisputed, legal or equitable, determined or undetermined or liquidated or unliquidated, of the Transferor including:
- (i) any and all accounts payable, trade payables and accrued liabilities;
 - (ii) liabilities and obligations arising under or in respect of any and all Contracts;
 - (iii) all liabilities and obligations arising out of or in respect of the continued employment of the Employees;
 - (iv) all liabilities and obligations pursuant to product warranties or otherwise for repair or replacement of, or refund for, damaged, defective or returned products, parts or components manufactured or sold by Transferor;
 - (v) all liabilities and obligations arising out of claims by any Person for damage or injury suffered as a result of defective products, parts or components sold by the Transferor; and
 - (vi) all liabilities and obligations of the Transferor for the payment of non-income Taxes.

but excluding the Excluded Liabilities.

- (d) **"Benefit Plans"** means all employee benefit, health, welfare, supplemental unemployment benefit, bonus, pension, profit sharing, deferred compensation, share compensation, share purchase, retirement, hospitalization insurance, medical, dental, legal, disability and similar plans or arrangements or practices relating to the Employees or former Employees.
- (e) **"Books and Records"** means all books, records, contracts, financial records, lists of present and former customers and suppliers, documents, files, papers and other data and information of the Transferor, excluding all tax returns, minutes books and corporate seals.
- (f) **"Consideration"** has the meaning set out in Section 3.1.
- (g) **"Contracts"** means all written and oral contracts, agreements, agreements to lease, purchase orders, sales orders, distribution agreements, leases, license agreements and occupancy agreements to which the Transferor is a party or by which the Transferor or any of the Transferred Assets is bound.

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- (h) **"Employees"** means all of the employees of the Transferor, including any employees on leave, disability or subject to recall.
- (i) **"Excluded Assets"** means all of the Transferor's tax returns, minute books, corporate seals and any recoverable Taxes (either current or future).
- (j) **"Excluded Liabilities"** means:
 - (i) the inter-company debt payable by the Transferor, the details of which are set out in Schedule A hereto;
 - (ii) any deferred Tax liability payable by the Transferor;
 - (iii) all liabilities to the Transferor's customers with respect to warranties; and
 - (iv) all liabilities and obligations of the Transferor for the payment of the Income Taxes.
- (k) **"Fair Market Value"** means fair market value at the Time of Transfer.
- (l) **"GAAP"** means those accounting principles which are recognized as being generally accepted in Canada from time to time as set out in the handbook published by the Canadian Institute of Chartered Accountants, consistently applied.
- (m) **"including"** means including without limitation; and **"includes"** means includes without limitation.
- (n) **"Intellectual Property"** means all rights to and interests in:
 - (i) all business and trade names, corporate names, brand names and slogans;
 - (ii) all inventions (whether or not patentable and whether or not reduced to practice) and improvements thereto, patents, patent rights, patent applications (including all reissuances, divisions, continuations, continuations-in-part, revisions and extensions of any patent or patent application), industrial designs and applications for registration in connection therewith;
 - (iii) all copyrights and trade-marks (whether used with wares or services and including the goodwill attaching to such trade-marks), registrations and applications for trade-marks and copyrights (and all future income from such trade-marks and copyrights) and logos;
 - (iv) all rights and interests in and to processes, lab journals, notebooks, data, trade secrets, designs, know-how, product information, processes and production specifications, manufacturing, engineering and other drawings and manuals, technology, blue prints, research and development reports,

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technical information, technical assistance, engineering data, design and engineering specifications, and similar materials recording or evidencing expertise or information;

- (v) all other intellectual and industrial property rights throughout the world owned by the Transferor;
 - (vi) all rights under, and remedies against, infringement of any of the foregoing, and rights to protection of interests in any of the foregoing under the laws of any jurisdiction; and
 - (vii) all licences of the intellectual property listed in items (i) to (v) above.
- (o) **"Party"** means any party to this Agreement and **"Parties"** means all of such parties collectively.
 - (p) **"Person"** includes an individual, a partnership, a limited partnership, a corporation, a government or any department or agency thereof, a trustee, an unincorporated organization and the heirs, executors, administrators or other legal representatives of an individual.
 - (q) **"Tax"** means any federal, state, local, provincial, municipal or foreign income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental, customs duties, capital stock, employer health, franchise, profits, withholding, social security (or similar), unemployment, disability, real property, personal property, sales, use, transfer, registration, value added, goods and services, alternative or add-on minimum, estimated, or other tax of any kind whatsoever, including any interest, penalty, or addition thereto, whether disputed or not;
 - (r) **"Tax Act"** means the *Income Tax Act* (Canada).
 - (s) **"Tax Value"** of any property included in the Transferred Assets means
 - (i) with respect to depreciable property of a prescribed class for the purposes of the Tax Act, the least of
 - (A) the Fair Market Value of the property;
 - (B) the Transferor's cost of the property for the purposes of the Tax Act; and
 - (C) the "undepreciated capital cost" to the Transferor of all property of that class for the purposes of the Tax Act at the Time of Transfer;

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- (ii) with respect to inventory or capital property (other than property referred to in (i)), the lesser of
 - (A) the "cost amount" to the Transferor of the property for the purposes of the Tax Act at the Time of Transfer; and
 - (B) the Fair Market Value of the property;
- (iii) with respect to "eligible capital property" in respect of a business of the Transferor for the purposes of the Tax Act, the least of
 - (A) four-thirds of the Transferor's "cumulative eligible capital" in respect of the business for the purposes of the Tax Act immediately before the Time of Transfer;
 - (B) the cost to the Transferor of the property; and
 - (C) the Fair Market Value of the property; and
- (iv) with respect to any other property, the "cost amount" of the property to the Transferor, as defined in the Tax Act, at the time of Transfer.
- (t) **"Time of Transfer"** means 11:59 p.m. (Eastern Time) on the date hereof.
- (u) **"Transferred Assets"** means all of the property, assets, interests and rights of the Transferor, including the following:
 - (i) all machinery, equipment, furniture, motor vehicles and other chattels owned or leased by the Transferor;
 - (ii) all real property;
 - (iii) all inventories of stock-in-trade and merchandise including materials, supplies, work-in-progress, finished goods, tooling, service parts and purchased finished goods;
 - (iv) all accounts receivable, trade accounts, book debts and insurance claims, together with any unpaid interest accrued on such items and any security or collateral for such items, including recoverable deposits;
 - (v) all rights and interests under or pursuant to all warranties, representations and guarantees, express, implied or otherwise, of or made by suppliers or others in connection with the Transferred Assets or the Assumed Liabilities;
 - (vi) the Intellectual Property;
 - (vii) the Contracts;

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- (viii) all licences, permits, filings, authorizations, approvals or indicia of authority related to, or necessary for the conduct of the business carried on by the Transferor;
- (ix) all operating and application systems and other software owned, leased or licensed by the Transferor;
- (x) all prepayments, prepaid charges, deposits, tax refunds, sums and fees and cash on hand;
- (xi) the Books and Records; and
- (xii) all goodwill related to the business carried on by the Transferor, including the present telephone numbers, internet addresses and other communication numbers and addresses,

but excluding the Excluded Assets.

Section 1.2 Currency. All sums of money which are referred to in this Agreement are, unless the context or subject matter otherwise requires, expressed in lawful money of Canada.

Section 1.3 Number and Gender. Words importing the singular number only shall include the plural and vice versa and words importing the use of any gender shall include all genders.

Section 1.4 Interpretation. The words "herein", "hereto", "hereof" and "hereunder" when used in this Agreement refer to this Agreement in its entirety and not to the Article or Section in which the words may be used. Any reference to Person shall include a successor or permitted assign of such Person.

ARTICLE 2 **TRANSFER**

Section 2.1 Transfer by Transferor. Subject to the terms, conditions, representations and warranties set out herein, the Transferor hereby sells, transfers, assigns, delivers and conveys to the Transferee to have and to hold the same, together with all benefit and advantage to be derived therefrom absolutely, and the Transferee hereby accepts the assignment, transfer, conveyance and contribution of, the Transferred Assets.

Section 2.2 Assumption of the Transferor's Liabilities. The Transferee hereby accepts and assumes as and from the Time of Transfer, the Assumed Liabilities and, to the extent they become due and payable, covenants to pay or otherwise discharge the Assumed Liabilities.

Section 2.3 Excluded Liabilities. For greater certainty, the Excluded Liabilities are hereby explicitly excluded from the transfer and assumption contemplated in this Agreement.

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Section 2.4 Indemnity.

- (a) The Transferee shall indemnify and hold the Transferor harmless in respect of any claim, demand, action, cause of action, damage, loss, cost, liability or expense which may be made or brought against the Transferor or which the Transferor may suffer or incur directly or indirectly in connection with or arising from (a) the operation of the business of the Transferor or its predecessor either before or at any time after the Time of Transfer and (b) any Assumed Liability.
- (b) The Transferor shall indemnify and hold the Transferee harmless in respect of any claim, demand, action, cause of action, damage, loss, cost, liability or expense which may be made or brought against the Transferee or which the Transferee may suffer or incur directly or indirectly in connection with or arising from any Excluded Liability.

ARTICLE 3
CONSIDERATION

Section 3.1 Consideration.

- (a) The consideration payable by the Transferee for the Transferred Assets (the "**Consideration**") shall be the Fair Market Value thereof at the Time of Transfer, which the Parties have determined to be equal to . The Consideration shall be allocated among the properties included in the Transferred Assets in accordance with their respective Fair Market Values. The Consideration shall be paid and satisfied by the Transferee:
- (i) as to an amount equal to the value of the Assumed Liabilities, by the assumption of the Assumed Liabilities by the Transferee at the Time of Transfer (the "**Non-Partnership Consideration**"); and
- (ii) as to the balance of the Consideration, by the issuance to the Transferor of limited partnership units of the Transferee.
- (b) The Parties hereto acknowledge that it is their intention that the Fair Market Value of the consideration received by the Transferor for the Transferred Assets be an amount equal to the Fair Market Value of the Transferred Assets, with the intention that no benefit be conferred on any Party hereto or any other Person, and that such amount is based on the Parties' best estimate of the Fair Market Value. The Transferor and the Transferee agree that should the Canada Revenue Agency or any other relevant taxing authority determine or propose to assess or reassess either or both Parties on the basis that the Fair Market Value of the consideration received by the Transferor for the Transferred Assets is not equal to the respective Fair Market Value of the Transferred Assets, subject to each of the Parties exhausting or waiving its rights to objection to or appeal from any assessment or reassessment by such taxing authority, the Consideration for the Transferred Assets shall be increased or decreased to be equal to the Fair Market Value thereof as of the Time of Transfer, determined by agreement with such taxing

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authority or by a final and binding decision of a court. It is further agreed between the Parties that absent any such determination, assessment or reassessment by the Canada Revenue Agency or any other relevant taxing authority, the Parties shall increase or decrease the Consideration for the Transferred Assets in the event that either or both of the Parties determines that the Consideration, is not equal to the Fair Market Value of the Transferred Assets. In respect of any adjustment required hereunder, the number of limited partnership units of the Transferee issued to the Transferor pursuant to Section 3.1(a)(ii) shall be adjusted to a number such that the aggregate of the fair market value of the units and the amount of the Assumed Liabilities is equal to the Consideration, provided that if it is not practicable to effect any adjustment required hereunder in the manner described above, such adjustment shall be effected in such other manner as may be agreed between the Parties. Any adjustment required hereunder shall be effective as of the Time of Transfer.

Section 3.2 Allocation of Consideration to the Transferor. The Fair Market Value of the Non-Partnership Consideration received by the Transferor for each of the properties included in the Transferred Assets shall not exceed the Tax Value of such property.

Section 3.3 Allocation of Purchase Price. Following the date hereof, the Transferor and the Transferee agree to prepare a schedule allocating the Consideration among the Transferred Assets.

Section 3.4 Subsection 97(2) Election. The Parties agree to make and file a joint election pursuant to the provisions of Subsection 97(2) of the Tax Act and the corresponding provisions of any applicable provincial income tax legislation in respect of the Transferred Assets, in the prescribed form and within the prescribed time, specifying such "agreed amounts" as may be determined by the Transferor in its discretion. At the request of such Transferor, the Parties shall apply to the Canada Revenue Agency or other taxing authority having jurisdiction for permission to amend such election in the manner specified by the Transferor in its discretion.

Section 3.5 Section 22 Election. The Parties agree to elect jointly in prescribed form pursuant to Section 22 of the Tax Act and the corresponding provisions of any applicable provincial income tax legislation and on a timely basis with respect to accounts receivable transferred pursuant to Section 2.1.

Section 3.6 Section 20(24) Election. The Parties acknowledge that the Transferee has agreed to assume the Assumed Liabilities. To the extent that the Transferor has received amounts representing deposits or other prepayments in respect of services not rendered or goods not delivered, Transferred Assets having a fair market value equal to such amounts are transferred to the Transferee as payment for the Transferee's agreement to assume the obligations in respect of such deposits or other prepayments, and the Transferor and the Transferee agree to file an election pursuant to subsection 20(24) of the Tax Act and the corresponding provisions of any relevant provincial income tax legislation, within the prescribed time periods.

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Section 3.7 Goods and Services Tax Election. On or before the Time of Transfer, the Transferor and the Transferee shall jointly execute and the Transferee shall file within the prescribed time limits, an election pursuant to Section 167 of the *Excise Tax Act* (Canada) in the prescribed form and containing the prescribed information in order to permit the transaction contemplated hereby to be completed without goods and services tax.

Section 3.8 Transfer Taxes. The Transferee shall be responsible for and shall pay all federal and provincial sales taxes and all other taxes, duties or other like charges properly payable upon and in connection with the conveyance and transfer of the Transferred Assets to the Transferee save and except any income or corporation taxes imposed on and payable directly by the Transferor.

Section 3.9 Bulk Sales. The Transferor has specifically requested the Transferee to waive the requirements of any applicable bulk sales legislation and the Transferee hereby waives such requirements. The Transferor hereby agrees to indemnify the Transferee for any claims arising from, or costs incurred as a result of, such waiver.

Section 3.10 Retail Sales Act. The Transferee hereby waives compliance with Section 6 of the *Retail Sales Tax Act* (Ontario). The Transferor hereby agrees to indemnify the Transferee for any claims arising from, or cost incurred as a result of such waivers.

ARTICLE 4

REPRESENTATIONS AND WARRANTIES

Section 4.1 Transferor's Representations and Warranties. The Transferor represents and warrants to the Transferee as follows:

- (a) **Due Incorporation.** The Transferor is a corporation validly subsisting under the laws of Ontario and has the corporate power to own its properties and carry on its business as it is now being conducted.
- (b) **Authority.** The execution, delivery and performance of this Agreement by the Transferor including, without limiting the generality of the foregoing, the transfer, conveyance and delivery of the Transferred Assets and the Assumed Liabilities contemplated hereby, have been duly authorized by all requisite corporate action by the Transferor.
- (c) **Residence.** The Transferor is not a non-resident of Canada within the meaning of the Tax Act.
- (d) **No other Representations.** Except for the representations contained in this Section 4.1, the Transferor does not make any representation or warranty, expressed or implied. The Transferor is transferring the Transferred Assets on an "as is, where is" basis.

Section 4.2 Representations and Warranties of the Transferee. The Transferee represents and warrants to the Transferor as follows:

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- (a) Due Formation. The Transferee is a limited partnership validly subsisting under the laws of the Province of Ontario and has the requisite power and authority to own the Transferred Assets and to assume the Assumed Liabilities.
- (b) Authority. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby, including the assumption of the Assumed Liabilities, have been duly authorized by the Transferee.
- (c) Investment Canada Act. The Transferee is a "WTO Investor" as defined in the *Investment Canada Act* (Canada).
- (d) No other Representations. Except for the representations and warranties expressly contained in this Section 4.2, the Transferee does not make any representation or warranty, expressed or implied.

ARTICLE 5

PROVISIONS REGARDING TRANSFER OF CONTRACTS AND LICENCES

Section 5.1 **Non-Transferable and Non-Assignable Assets and Liabilities.**

- (a) The Parties acknowledge and agree that the Transferor has used commercially reasonable efforts to obtain any consents required in connection with the sale, transfer and assignment to the Transferee of the Transferred Assets and the transfer to and assumption by the Transferee of the Assumed Liabilities. To the extent that any required consent was not obtained by the Time of Transfer, the Transferor shall nevertheless continue to pursue such consents and, at the request and direction of the Transferee, shall cooperate in any reasonable arrangement designed to provide to the Transferee the benefits under or of any such asset or property, and to permit the Transferee to assume full responsibility for any such Assumed Liabilities.
- (b) To the extent that any of the Transferred Assets to be transferred to the Transferee at the Time of Transfer, or any claim, right or benefit arising under or resulting from such Transferred Assets (collectively, the "**Rights**") is not capable of being transferred without the approval, consent or waiver of any third Person, or if the transfer of a Right would constitute a breach of any obligation under, or a violation of, any applicable law unless the approval, consent or waiver of such third Person is obtained, then, this Agreement shall not constitute an agreement to transfer such Rights unless and until such approval, consent or waiver has been obtained. After the Time of Transfer and until all such Rights are transferred to the Transferee, the Transferor shall:
 - (i) hold the Rights in trust for, and at the direction of, the Transferee;
 - (ii) comply with the terms and provisions of the Rights as agent for, and at the direction of, the Transferee at the Transferee's cost and for the Transferee's benefit; and

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- (iii) enforce, at the request and direction of the Transferee and at the expense and for the account of the Transferee, any rights of the Transferor arising from such Rights against any third Person, including the right to elect to terminate any such Rights in accordance with their terms upon the written direction of the Transferee.

In order that the full value of the Rights may be realized for the benefit of the Transferee, the Transferor shall, at the request and expense and under the direction of the Transferee, in the name of the Transferor or otherwise as the Transferee may specify, take all such action and do or cause to be done all such things as are, in the opinion of the Transferee, necessary or proper in order that the obligations of the Transferor under such Rights may be performed in such manner that the value of such Rights is preserved and enures to the benefit of the Transferee, and that any moneys due and payable and to become due and payable to the Transferee in and under the Rights are received by the Transferee. The Transferor shall promptly pay to the Transferee all moneys collected by or paid to the Transferor in respect of every such Right. The Transferee shall indemnify and hold the Transferor harmless from and against any claim or liability under or in respect of such Rights arising because of any action of the Transferor taken pursuant to this Section 5.1.

- (c) Notwithstanding anything to the contrary herein, the Parties acknowledge and agree that in no event shall the provisions of this Section 5.1 entitle, or be construed to entitle, the Transferor to control or direct any actions taken in respect of any Rights or Assumed Liabilities of the Transferee, and that the Transferor shall only be entitled to take such actions with respect to such Rights or Assumed Liabilities as the Transferee, or the general partner of the Transferee, directs the Transferor to take from time to time.

ARTICLE 6

TRADEMARK

REEL: 004033 FRAME: 0653

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ARTICLE 7
NOTICES

Section 7.1 Notices. All notices, demands, requests, consents, agreements and approvals which may be or are required to be given pursuant to any provision of this Agreement shall be given or made in writing and if sent by facsimile or other electronic transmission, or delivered by hand, shall be deemed to have been received on the day of delivery. Notices shall be addressed as follows:

(a) if to the Transferor:

Carroll Healthcare Inc.
994 Hargrieve Road
London, ON N6E 1P5
Canada

Attention: Secretary
Fax: (519) 659-4001

(b) if to the Transferee:

Carroll Healthcare L.P.
c/o Invacare Corporation
One Invacare Way
Elyria, OH 44036-2125
U.S.A

Attention: Secretary
Fax: (440) 329-6975

or to such other address or such other officers as the Parties may from time to time advise each other by notice in writing.

ARTICLE 8
MISCELLANEOUS

Section 8.1 Time of Essence. Time shall be of the essence of this Agreement.

Section 8.2 Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement and supersedes all prior agreements and understandings between the Parties with respect thereto. There are no representations, warranties, undertakings or agreements between the Parties with respect to the subject matter of this Agreement, except as set forth herein. This Agreement may not be amended or modified in any respect except by written instrument signed by the Parties.

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Section 8.3 Further Assurances. The Transferor and the Transferee will each execute and deliver such further documents and instruments and do such acts and things as may before or after the Time of Transfer be reasonably required by the other to carry out the intent and meaning of this Agreement and to convey to the Transferee the Transferred Assets.

Section 8.4 Applicable Law. This Agreement shall be construed and enforced in accordance with, and the rights of the Parties shall be governed by, the laws of the Province of Ontario. The Parties attorn to the jurisdiction of the courts of the Province of Ontario.


Section 8.5 Binding Agreement. This Agreement shall enure to the benefit of and be binding upon the Parties and their respective successors and assigns.

Section 8.6 Counterparts. This Agreement may be executed in any number of counterparts (including by facsimile and/or by electronic means) with the same effect as if all Parties had signed the same document. All counterparts shall be construed together and shall constitute one and the same agreement.

Section 8.7 Assignment. Neither the Transferor nor the Transferee may assign this Agreement without the prior written consent of the other Party hereto.

IN WITNESS WHEREOF, the Parties have executed this Agreement.

CARROLL HEALTHCARE INC.

Per: 
Name:
Title:

**CARROLL HEALTHCARE L.P.,
by its General Partner,
CARROLL HEALTHCARE GENERAL
PARTNER, INC.**

Per: 
Name:
Title:

[signature page to the Asset Transfer Agreement]

Schedule A

12274684.5

RECORDED: 07/29/2009

**TRADEMARK
REEL: 004033 FRAME: 0658**