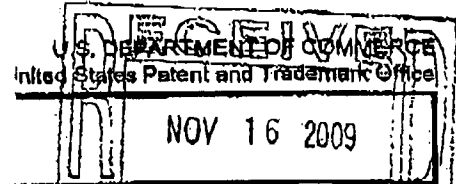


Form PTO-1594 (Rev. 01-09)
OMB Collection 0851-0027 (exp. 02/28/20)

01-19-2010



103586520

Comments or the new address(es) below

To the Director of the U. S. Patent and

1. Name of conveying party(ies):

Roho, Inc.

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

Citizenship (see guidelines) U.S.

Additional names of conveying parties attached? Yes No

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

Execution Date(s) 11/10/2009

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Moxi Enterprises, LLC

Internal

Address: Attn: Gregg Garland

Street Address: 1939 S. Vandeventer

City: St. Louis

State: MO

Country: USA Zip: 63110

- Association Citizenship
- General Partnership Citizenship
- Limited Partnership Citizenship
- Corporation Citizenship
- Other Lim. Liab. Co. Citizenship MO

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)

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)

3700920, 2958197, 2079526, 2700921, 2700922, 3620605

Additional sheet(s) attached? Yes No

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

Bar>Select, Hybrid>Select, Select Air, SelectAir "Deluxe", SelectAir "Max", SelectProtect

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

Name: Moxi Enterprises, LLC

Internal Address: Attn: Gregg Garland

Street Address: 1939 S. Vandeventer

City: St. Louis

State: MO Zip: 63110

Phone Number: 314-721-1065

Fax Number:

Email Address: greggarland@aol.com

6. Total number of applications and registrations involved:

6

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 165.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

11/16/2009 NJANA1 8888854 2700928

81 FC:8521
82 FC:8522

Deposit Account Number

Authorized User Name

48.88 OP
125.88 OP

9. Signature:

Robert Graebe
Signature

11/10/09
Date

Robert Graebe, CEO
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 4

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

ASSIGNMENT OF INTELLECTUAL PROPERTY

This Assignment of Intellectual Property (this "*Assignment*") is made and entered into as of November 10, 2009, by ROHO, INC., an Illinois corporation ("*Assignor*"), in favor of MOXI ENTERPRISES, LLC, a Missouri limited liability company ("*Assignee*").

PRELIMINARY STATEMENTS

A. Assignor and Assignee have entered into that certain Asset Purchase Agreement dated of even date herewith (the "*Purchase Agreement*"), pursuant to which Assignor has agreed to sell, assign, transfer and convey to Assignee all of Assignor's right, title and interest in, to and under the Purchased Assets (as defined in the Purchase Agreement), including the Intellectual Property (as defined in the Asset List). Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to them in the Purchase Agreement.

B. Assignor and Assignee now desire to carry out the intent and purpose of the Purchase Agreement by Assignor's execution and delivery of this Assignment evidencing the sale, assignment, transfer and conveyance to Assignee of the Intellectual Property.

STATEMENT OF AGREEMENT

NOW, THEREFORE, for and in consideration of the foregoing, the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Assignment.** Assignor hereby irrevocably sells, assigns, transfers, conveys and delivers to Assignee all of Assignor's right, title and interest in, to and under the Intellectual Property, including but not limited to the Intellectual Property of Assignor described on *Exhibit A* attached hereto and incorporated herein, together with the goodwill of the Business symbolized by the Intellectual Property, the same to be held and enjoyed by Assignee, for its use and benefit and that of its successors and assigns, to the full end of the term for which said Intellectual Property is granted, together with all claims for damages by reason of present or future infringement of said Intellectual Property, with the right to sue for and collect the same for its own use and for the use of its successors, assigns, or other legal representatives.

2. **Further Assurances.**

(a) At any time or from time to time after the date hereof, at Assignee's request and without further consideration, Assignor shall execute and deliver to Assignee such other instruments of sale, transfer, conveyance, assignment and confirmation, provide such materials and information and take such other actions as are reasonably necessary to transfer, convey and assign to Assignee, and to confirm Assignee's rights and title in and to the Intellectual Property, and, to the full extent permitted by law, to put Assignee in actual possession and operating control of the Intellectual Property.

(b) Assignor hereby constitutes and appoints Assignee the true and lawful attorney in fact of Assignor with full power of substitution, in the name of Assignor or Assignee, but on behalf of and for the sole benefit of Assignee: (i) to demand and receive from time to time any and all of the Intellectual Property and to make endorsements and give receipts and releases for and in respect of the same and any part thereof; (ii) to defend, institute, prosecute, compromise and settle any and all actions or proceedings that Assignee may deem proper in order to collect, assert or enforce any claim, right or title of any kind in or to the Intellectual Property; (iii) to do all such acts and things in relation to the matters set forth in the

preceding clauses (i) and (ii) as Assignee, in its sole discretion, shall deem desirable. Assignor hereby acknowledges that the appointment hereby made and the powers hereby granted are coupled with an interest and are not and shall not be revocable by it in any manner or for any reason.

(c) Any actions taken by Assignee, or taken by Assignor at Assignee's request, pursuant to this Section 2, shall be at Assignee's sole cost and expense.

3. **No Modification of Purchase Agreement.** Assignor, by its execution of this Assignment, and Assignee, by its acceptance of this Assignment, each hereby acknowledges and agrees that the representations and warranties, right, remedies and obligations contained in the Purchase Agreement shall remain in full force and effect subject to the terms thereof.

4. **Miscellaneous.**

(a) **Conflict.** In the event that any provision of this Assignment be construed to conflict with a provision in the Purchase Agreement, the provision in the Purchase Agreement shall be deemed to be controlling.

(b) **No Third Party Beneficiaries.** No person or entity other than the parties hereto and their respective successors and assigns shall have any rights under this Assignment or the provisions contained herein.

(c) **Successors and Assigns.** This Assignment and the agreements, undertakings and representations herein contained shall inure to the benefit of and bind the parties hereto and their respective successors and assigns; provided, however, that this provision shall not be construed to permit any assignment prohibited by the Purchase Agreement.


(d) **Governing Law.** THIS ASSIGNMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF ILLINOIS, REGARDLESS OF THE LAWS THAT MIGHT OTHERWISE GOVERN UNDER THE CONFLICT OF LAWS PRINCIPLES OF SUCH STATE.

(e) **Counterparts; Facsimile Signatures.** This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Either party may execute and deliver this Assignment by an executed signature page transmitted by a facsimile machine. If a party transmits its signature by a facsimile machine, such party shall promptly thereafter deliver an originally executed signature page to the other party; provided, however, that any failure to deliver such an originally executed signature page shall not affect the validity, legality or enforceability of this Assignment.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date first above written.

"ASSIGNOR"

ROHO, Inc.,
an Illinois corporation

By: 
Name: ROBERT W. GRAEBE
Title: PRESIDENT

"ASSIGNEE"

Moxi Enterprises, LLC,
a Missouri limited liability company


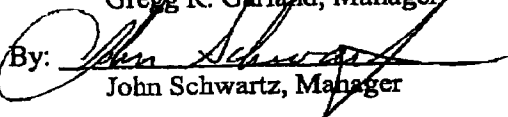
By: 
Gregg R. Garland, Manager
By: 
John Schwartz, Manager

EXHIBIT A

List of the Intellectual Property

Name	U.S. Patent & Trademark Office Registration Number	U.S. Patent & Trademark Office Serial Number
AirCare Therapy	N/A	N/A
BariSelect	2700920	76090184
HybridSelect	2958197	78269600
Select Air	2075526	75117646
SelectAir "Deluxe"	2700921	76090185
SelectAir "Max"	2700922	76090186
SelectProtect	3620605	77443703

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