

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
Fray Products Corp.		09/17/2007	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	Riddell & Associates, Inc.		
Doing Business As:	DBA Healthlink		
Street Address:	3611 South St. Johns Bluff Rd.		
Internal Address:	Suite 1		
City:	Jacksonville		
State/Country:	FLORIDA		
Postal Code:	32224		
Entity Type:	CORPORATION: FLORIDA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1777125	BIOPUNCH	
CORRESPONDENCE DATA			
Fax Number:	(904)396-0663		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	904-346-5518		
Email:	tsaitta@rtlaw.com		
Correspondent Name:	Thomas C. Saitta / Rogers Towers, P.A.		
Address Line 1:	1301 Riverplace Blvd.		
Address Line 2:	Suite 1500		
Address Line 4:	Jacksonville, FLORIDA 32207		
ATTORNEY DOCKET NUMBER:	H0891-35586		
NAME OF SUBMITTER:	Thomas C. Saitta		
Signature:	/thomas c. saitta/		

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TRADEMARK

Date:

11/16/2010

Total Attachments: 3

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**ASSIGNMENT OF INTELLECTUAL PROPERTY AND OTHER INTANGIBLE
ASSETS**

WHEREAS, on this 17th day of September, 2007, Fray Products Corp., a New York corporation having a principal office at 2495 Main Street, Buffalo, New York 14214 (the "Seller") is the sole and exclusive owner of the intellectual property and other intangible assets specified in Exhibit A attached hereto and made a part hereof (collectively referred to as "*Intellectual Property*"); and

WHEREAS, Riddell & Associates, Inc. d/b/a Healthlink, a Florida corporation having a principal office at 3611 S. St. John Bluff Road, Suite 1, Jacksonville, Florida 32224 (the "Buyer"), is desirous of acquiring all right, title and interest in and to said Intellectual Property.

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN:

BE IT KNOWN, that for and in consideration of the sum of money to the Seller in hand paid or to be paid by the Buyer, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Seller, by these presents has sold, assigned, transferred and set over, and does hereby sell, assign, transfer and set over, to the Buyer, all of the Seller's right, title and interest to the Intellectual Property, throughout the world, free and clear of any and all encumbrances of any kind; together with the goodwill of the business symbolized by the Intellectual Property.

Seller hereby agrees that the covenants and conditions contained in this Assignment of Intellectual Property and Other Intangible Assets shall apply to and bind the Seller and its heirs, legal representatives, successors and permitted assigns.

[signature page follows]

EXHIBIT A

510(k):

Proprietary Device Name: BIOPUNCH
Establishment Registration No.: 1319567


Trademark:

Trademark: BIOPUNCH
Registration No.: 1777125
Registration Date: June 15, 1993

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IN WITNESS WHEREOF, the Seller has caused this Assignment of Intellectual Property and Other Intangible Assets to be duly executed and delivered as of the date first indicated above.

Fray Products Corp.

By: 
Name: FRED W. LIESINGER
Title: PRESIDENT

ACKNOWLEDGEMENT: Buyer hereby acknowledges and accepts the assignment made herein.

Riddell & Associates, Inc.

By: 
Name: Bill Riddell, Jr.
Title: President