

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT																				
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL																				
CONVEYING PARTY DATA																					
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CORRESPONDENCE DATA																					
Fax Number:	(312)456-8435																				
Phone:	312.456.8400																				
Email:	chiipmail@gtlaw.com																				
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>																					
Correspondent Name:	Eric J. Maiers, Greenberg Traurig, LLP																				
Address Line 1:	77 W. Wacker Drive																				
Address Line 2:	Suite 3100																				

CH \$140.00 3135310

Address Line 4: Chicago, ILLINOIS 60601

DOMESTIC REPRESENTATIVE

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Eric J. Maiers

Signature:

/Eric J. Maiers/

Date:

03/08/2012

Total Attachments: 7

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CONVEYANCE OF MEDICHAIR INTELLECTUAL PROPERTY

Conveyance of MEDiChair Intellectual Property dated June 9th 2011, between Alaris Income Growth Fund Partnership (the "Vendor") and Centric Health Corporation (the "Purchaser").

WHEREAS pursuant to an arrangement agreement dated May 5, 2011 (the "Arrangement Agreement") between, *inter alia*, the Vendor and the Purchaser, the Vendor has agreed to sell, transfer and assign to the Purchaser and the Purchaser has agreed to purchase from the Vendor the MEDiChair Intellectual Property for the consideration and upon and subject to the terms and conditions set forth therein.

In consideration of the foregoing and the mutual agreements contained herein (the receipt and adequacy of which are acknowledged), the parties agree as follows:

Section 1 Defined Terms.

Capitalized terms used in this agreement and not otherwise defined shall have the meanings specified in the Plan of Arrangement entered into pursuant to the Arrangement Agreement.

Section 2 Conveyance of Intellectual Property Assets.

Subject to Section 3, the Vendor sells, assigns, conveys and transfers to the Purchaser the MEDiChair Intellectual Property and all right, title and interest of the Vendor in and to the MEDiChair Intellectual Property, including without limitation those listed in Schedule "A" hereto, including all goodwill associated therewith and the right to recover for past, present and future infringements thereof.

Section 3 Exclusions.

Nothing in this agreement shall be construed as an attempt to assign to the Purchaser any intellectual property right which would otherwise be MEDiChair Intellectual Property but which, as a matter of law or by its terms, is not assignable in whole or in part without the consent of the other party or parties thereto and in respect of which no such consent has been given. Non-assigned intellectual property rights shall be held in trust for the Purchaser and all benefits derived from such intellectual property rights shall be for the account of the Purchaser.

Section 4 Subject to Arrangement Agreement.

This agreement is subject to the terms and conditions of the Arrangement Agreement. In the event of any conflict or inconsistency between the provisions of this agreement and the provisions of the Arrangement Agreement, the provisions of the Arrangement Agreement shall prevail.

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Section 5 Binding Nature.

This agreement shall enure to the benefit of and be binding upon the Purchaser and the Vendor and their respective successors and assigns and shall not be assignable by either party without the prior written consent of the other party, not to be unreasonably withheld.

Section 6 Governing Law.

This agreement shall be governed by and interpreted and enforced in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein.

Section 7 Counterparts.

This agreement may be executed in any number of counterparts and all such counterparts taken together shall be deemed to constitute one and the same instrument.

[Signature Page Follows.]

IN WITNESS WHEREOF the parties have executed this General Conveyance Agreement.

ALARIS INCOME GROWTH FUND
PARTNERSHIP by one of its partners ALARIS
IGF CORP.

By:



Authorized Signing Officer
Darren Driscoll,
Chief Financial Officer

CENTRIC HEALTH CORPORATION

By:

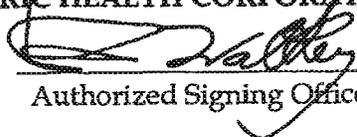
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By: _____
Authorized Signing Officer

CENTRIC HEALTH CORPORATION

By:  _____
Authorized Signing Officer

SCHEDULE "A"
MEDICHAIR INTELLECTUAL PROPERTY

Trade-marks

- (1) all right, title and interest of the Vendor including all trade-mark applications, registrations, renewals, extensions or reissues thereof and copyright therein, in and to the following trademarks:
 - (a) "MEDICHAIR" Canadian trade-mark registration (Reg. No. TMA354,750)
 - (b) "MEDIchair" and design Canadian trade-mark registration (Reg. No. TMA413,501)
 - (c) "CANADA'S WELLNESS STORE" and design Canadian trade-mark registration (Reg. No. TMA411,593)
 - (d) "MEDICHAIR WELLNESS SAVINGS CLUB" Canadian trade-mark registration (Reg. No. TMA509,598)
 - (e) "MEDICHAIR LOCAL HERO AWARD" Canadian trade-mark registration (Reg. No. TMA511,420)
 - (f) "MEDIchair" and design Canadian trade-mark registration (Reg. No. TMA597,034)
 - (g) "MEDICHAIR" and design U.S. trade-mark registration (Reg. No. 3,135,310)
 - (h) "MEDICHAIR" and design U.S. trade-mark registration (Reg. No. 3,138,313)
 - (i) "MEDICHAIR" and design U.S. trade-mark registration (Reg. No. 3,282,419)
 - (j) "MEDICHAIR" and design U.S. trade-mark registration (Reg. No. 3,119,749)
 - (k) "MEDICHAIR" and design U.S. trade-mark registration (Reg. No. 3,119,748)
- (2) all right, title and interest of the Vendor, including copyright, in and to any trade-marks used in the business of selling franchises to operate MEDIchair stores in Canada and providing support to franchisees pursuant to the franchise agreements, which are not registered or the subject of a pending

trade-mark application anywhere and which contain the word "MEDIchair", or any of the designs referred to in (1) above;

Trade Names, Business Names and Goodwill

- (1) all goodwill of the Vendor associated with the business of selling franchises to operate MEDIchair stores in Canada and providing support to franchisees pursuant to the franchise agreements, including all trade names and other trade indicia, including:
 - (a) MEDIchair
 - (b) MEDIchair Victoria
 - (c) MEDIchair Sydney
 - (d) MEDIchair/North Bay
 - (e) MEDIchair Calgary
 - (f) MEDIchair Belleville

System

- (1) the Vendors' proprietary system for operating a franchise, including all operating manuals and other materials and all of the Vendors' intellectual property rights contained therein;

Websites and Domain Names

- (1) the website located at URL www.medichair.com including all rights in the URLs, all manuals and documentation made available on the websites, all software required to operate the websites, and all of the Vendor's intellectual property rights contained therein; and
- (2) the following domain names:
 - (a) www.medichair.biz
 - (b) www.medichair.com
 - (c) www.medichair.info
 - (d) www.medichair.net
 - (e) www.medichair.org

- (f) www.medichairltd.biz
- (g) www.medichairltd.ca
- (h) www.medichairltd.com
- (i) www.medichairltd.info
- (j) www.medichairltd.net
- (k) www.medichairltd.org