TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM333260

| SUBMISSION TYPE: | NEW ASSIGNMENT |
|-----------------------|--|
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|-------------------------|----------|----------------|-----------------------|
| The Hygenic Corporation | | 04/06/2009 | CORPORATION: DELAWARE |

RECEIVING PARTY DATA

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

PROPERTY NUMBERS Total: 1

| Property Type | Number | Word Mark |
|------------------------------|--------|------------------------|
| Registration Number: 3706015 | | SLOW DEFLATE ADVANTAGE |

CORRESPONDENCE DATA

Fax Number: 2166960740

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 216-861-7818

Email: clevelandip@bakerlaw.com

Correspondent Name: Christina J. Moser/BAKER & HOSTETLER LLP

Address Line 1: 1900 East 9th Street

Address Line 2: **Suite 3200**

Address Line 4: Cleveland, OHIO 44114

| ATTORNEY DOCKET NUMBER: | 59990.000269 |
|-------------------------|--------------------|
| NAME OF SUBMITTER: | Christina J. Moser |
| SIGNATURE: | /cjm/ |
| DATE SIGNED: | 02/25/2015 |

Total Attachments: 6

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> TRADEMARK REEL: 005466 FRAME: 0234

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TRADEMARK REEL: 005466 FRAME: 0235

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 The Hygenic Corporation, a Delaware corporation having a place of business at 1245 Home Avenue, Akron, OH 44310 ("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 its subsidiaries, including Assignee, are completing a reorganization plan, 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.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

LEGAL_US_E#82423702.4

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

ASSIGNOR:

THE HYGENIC CORPORATION

By: Name: Nias Lum
Title: VP. Finance

ASSIGNEE:

HYGENIC INTANGIBLE PROPERTY HOLDING CO.

Name: Now Lum
Title: ND = NANCE

SCHEDULE A PATENTS

| Country | Application No. | Patent No. | Issue Date |
|---------|-----------------|------------|------------|
| U.S. | 08/676,428 | 5,674,268 | 10/07/1997 |
| U.S. | 08/813,795 | 5,807,214 | 09/15/1997 |
| U.S. | 08/933,719 | 5,798,411 | 08/25/1998 |
| U.S. | 09/137,222 | 6,084,027 | 07/04/2000 |
| U.S. | 09/230,384 | 6,436,014 | 08/20/2002 |

SCHEDULE B COPYRIGHTS

| Country | Title | Registration No. | Registration Date |
|---------|--|---------------------|----------------------|
| U.S. | Explore the possibilities: Hysynal synthetic rubber sheeting productsOEM & Specialty Products Group. | TX0004977252 | 12/17/1998 |
| U.S. | Explore the possibilities: Hysynal synthetic rubber tubingOEM & Specialty Products Group. | TX0004977253 | 12/17/1998 |
| U.S. | Hygenic tubing product descriptions. | TX0004851509 | 05/06/1998 |
| U.S. | HYSYNAL: OEM & special products group. | TX0004851513 | 05/06/1998 |
| U.S. | HYSYNAL synthetic rubber tourniquets; Hygenic disposable natural latex tourniquets. | TX0004851511 | 05/06/1998 |
| U.S. | HYTONE latex sheeting. | TX0004851508 | 05/06/1998 |
| U.S. | OEM & special products group. | TX0004851507 | 05/06/1998 |
| U.S. | Overview: OEM & special products group. | TX0004851510 | 05/06/1998 |
| U.S. | Sheeting: OEM & special products group. | TX0004851514 | 05/06/1998 |
| U.S. | Thera-Band: it's time to make your splash in a pool overflowing with profits. | TX0004852477 | 09/02/1998 |
| U.S. | Thera-Band the shortest distance between therapy & fitness: 1998 Latex free leaflet. | TX0004876331 | 09/29/1998 |
| U.S. | Thera-Band: the shortest distance between therapy and fitness. | TX0005089385 | 11/24/1999 |
| U.S. | Thera-Band: the shortest distance between therapy and fitness. | TX0004871823 | 09/02/1998 |
| U.S. | Thera-Band: they may never leave the pool again. | TX0004871677 | 09/02/1998 |
| U.S. | Tubing: OEM & special products group. | TX0004851512 | 05/06/1998 |
| U.S. | The Thera-Band resistive exerciser instruction book. | TX0000190265 | 02/09/1979 |

SCHEDULE C TRADEMARKS

| Country | Trademark | Application Number | Registration Number | Filing Date | Registration Date |
|---------|-----------------------------------|-----------------------|------------------------|----------------|----------------------|
| U.S. | AQUAFINS | 75712381 | 2364354 | 05/24/1999 | 07/04/2000 |
| U.S. | COLOR GREEN | 74591344 | 2037965 | 10/27/1994 | 02/11/1997 |
| U.S. | COLOR PINK | 74591343 | 2037964 | 10/27/1994 | 02/11/1997 |
| U.S. | COLOR PURPLE | 74591577 | 2037966 | 10/27/1994 | 02/11/1997 |
| U.S. | DYNA-BAND | 73548554 | 1379345 | 07/17/1985 | 01/21/1986 |
| U.S. | FIRST STEP TO ACTIVE HEALTH | 76526299 | 2972007 | 06/27/2003 | 07/19/2005 |
| U.S. | FIRST STEP TO ACTIVE HEALTH | 76526336 | 2928215 | 06/27/2003 | 02/22/2005 |
| U.S. | FLEXBAR | 75942466 | 2550917 | 03/13/2000 | 03/19/2002 |
| U.S. | HYGENIC | 76608566 | 3069817 | 08/20/2004 | 03/21/2006 |
| U.S. | HYGENC | 75109559 | 2120982 | 05/22/1996 | 12/16/1997 |
| U.S. | HYGENIC | 74660426 | 1966739 | 04/13/1995 | 04/9/1996 |
| U.S. | HYGENIC | 73348731 | 1241177 | 02/04/1982 | 06/07/1983 |
| U.S. | HYGENIC HYGENIC | 73404347 | 1269061 | 12/01/1982 | 03/06/1984 |
| U.S. | HYGENC HYGENC | 73548499 | 1380599 | 07/17/1985 | 01/28/1986 |
| U.S. | HYGENIC | 75419864 | 2262494 | 01/20/1998 | 07/20/1999 |
| U.S. | HYPERFORM | 76427046 | 2818889 | 07/02/2002 | 03/02/2004 |
| U.S. | HYSYNAL | 75463681 | 2308554 | 04/07/1998 | 01/18/2000 |
| U.S. | HYTONE | 74714927 | 2144993 | 08/14/1995 | 03/17/1998 |

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| Country | Trademark | Application | Registration | Filing | Registration |
|---------|-------------------------------|-------------|--------------|-------------|---------------|
| | | Number | Number | Date | Date |
| U.S. | | 73760623 | 1541408 | 10/31/1988 | 05/30/1989 |
| | (color) | | | 00/11/10001 | 0.5/0.5/1.035 |
| U.S. | PARABATH | 73013181 | 1011451 | 02/11/1974 | 05/27/1975 |
| U.S. | SDS | 76152300 | 2599090 | 10/23/2000 | 07/23/2002 |
| U.S. | SLOW DEFLATE ADVANTAGE | 77369841 | | 01/11/2008 | |
| U.S. | THERA-BAND | 74493865 | 1895004 | 02/24/1994 | 05/23/1995 |
| U.S. | THERA-BAND | 73100524 | 1063239 | 09/20/1976 | 04/12/1977 |
| U.S. | THERA-BAND | 75556542 | 2295811 | 09/18/1998 | 11/30/1999 |
| U.S. | EThera-Band € (color) | 73760624 | 1542392 | 10/31/1988 | 06/06/1989 |
| U.S. | ■Thera-Band (black and white) | 76043561 | 2467659 | 05/08/2000 | 07/10/2001 |
| U.S. | Thera-Band (color) | 76045653 | 3024914 | 05/11/2000 | 12/13/2005 |

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RECORDED: 02/25/2015