

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													
<table border="1"> <thead> <tr> <th>Name</th> <th>Formerly</th> <th>Execution Date</th> <th>Entity Type</th> </tr> </thead> <tbody> <tr> <td>Murray Electronics Associates, LLC</td> <td></td> <td>03/03/2009</td> <td>LIMITED LIABILITY COMPANY: DELAWARE</td> </tr> <tr> <td>Arthrowave Medical Technologies, LLC</td> <td></td> <td>03/03/2009</td> <td>LIMITED LIABILITY COMPANY: DELAWARE</td> </tr> </tbody> </table>	Name	Formerly	Execution Date	Entity Type	Murray Electronics Associates, LLC		03/03/2009	LIMITED LIABILITY COMPANY: DELAWARE	Arthrowave Medical Technologies, LLC		03/03/2009	LIMITED LIABILITY COMPANY: DELAWARE	
Name	Formerly	Execution Date	Entity Type										
Murray Electronics Associates, LLC		03/03/2009	LIMITED LIABILITY COMPANY: DELAWARE										
Arthrowave Medical Technologies, LLC		03/03/2009	LIMITED LIABILITY COMPANY: DELAWARE										
RECEIVING PARTY DATA													
Name:	Monique Almy, Esq., as Chapter 7 Trustee in the Chapter 7 Case of BioniCare Medical Technologies, Inc.												
Street Address:	1001 Pennsylvania Ave. NW												
City:	Washington												
State/Country:	DISTRICT OF COLUMBIA												
Postal Code:	20004												
Entity Type:	INDIVIDUAL: UNITED STATES												
PROPERTY NUMBERS Total: 1													
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> <th>Word Mark</th> </tr> </thead> <tbody> <tr> <td>Registration Number:</td> <td>2198322</td> <td>BIONICARE</td> </tr> </tbody> </table>	Property Type	Number	Word Mark	Registration Number:	2198322	BIONICARE							
Property Type	Number	Word Mark											
Registration Number:	2198322	BIONICARE											
CORRESPONDENCE DATA													
Fax Number:	(202)628-8844												
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>													
Phone:	202-624-2500												
Email:	afield@crowell.com												
Correspondent Name:	Crowell & Moring LLP												
Address Line 1:	P.O. Box 14300												
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20044-4300												
ATTORNEY DOCKET NUMBER:	103268.0000005												
NAME OF SUBMITTER:	Karen C. Hermann												

OP \$40.00 2198322

900138943

**TRADEMARK
 REEL: 004026 FRAME: 0473**

Signature:	/Karen C. Hermann/
Date:	07/17/2009
Total Attachments: 5 source=Trademark#page1.tif source=Trademark#page2.tif source=Trademark#page3.tif source=Trademark#page4.tif source=Trademark#page5.tif	

ASSIGNMENT OF TRADEMARK

This **ASSIGNMENT OF TRADEMARK** (this "Assignment") is effective as of December 9, 2008 (the "Effective Date"), by Murray Electronics Associates, LLC, a Delaware limited liability company and Arthrowave Medical Technologies, LLC, a Delaware limited liability company (collectively, "Assignor"), to Monique Almy, Chapter 7 Trustee, *In re BioniCare Medical Technologies, Inc.*, U.S. Bankruptcy Court for the District of Maryland, Case No. 07-16902-JFS ("Assignee").

RECITALS

A. Assignor and Assignee are parties to that certain Bill of Sale, dated as of December 9, 2008 (the "Bill of Sale"), pursuant to which Assignor has agreed to sell, convey, assign, transfer and deliver to Assignee all of Assignor's right, title and interest, if any, in and to the trademark listed on Exhibit A (the "Assigned Trademark").

B. To the extent Assignor owns any right, title, or interest in, to, or under the Assigned Trademark, Assignor desires to transfer, and Assignee desires to accept such transfer of, all such right, title, and interest, if any, in and to the Assigned Trademark.

NOW, THEREFORE, in consideration of the transactions contemplated in the Bill of Sale and the covenants and promises herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Assignor does hereby sell, convey, assign, transfer and deliver unto Assignee, all its rights, title and interest in, to an under the Assigned Trademark, together with the goodwill associated therewith and which is symbolized thereby, and Assignee hereby accepts such sale, conveyance, assignment, transfer, and delivery. Assignor further sells, conveys, assigns, transfers and delivers to Assignee all rights, if any, of Assignor to bring an action, whether at law or in equity, against any third party for infringement or other misuse of the Assigned Trademark, including the right to bring an action for past, present and future infringement, dilution, or other misappropriation, or misuse, and all rights to recover damages, profits and injunctive relief for infringement, dilution, or other misappropriation, or misuse, and Assignee hereby accepts such sale, conveyance, assignment, transfer, and delivery. All terms and conditions contained in the Forbearance Agreement pertaining to the sale and obligation of the Assignee to transfer the assets back to the Assignor (Section 3.) and Limited License (Section 4.) are incorporated herein as if fully set forth, and the parties verify and confirm that the Forbearance Agreement survives delivery of this Assignment.

2. Further Assurances. Assignor hereby covenants and agrees to and with Assignee to do, execute, acknowledge and deliver, or to cause to be done, executed, acknowledged and delivered, to Assignee all such further acts, assignments, transfers, powers of attorney and assurances that may be reasonably requested by Assignee as necessary to grant, sell, convey, assign, transfer, set over to or vest in Assignee all rights, title and interests of Assignor in, to and under the Assigned Trademark.

3. Successors and Assigns. All of the terms and provisions of this Assignment will apply to, be binding in all respects upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

4. Governing Law. This Assignment shall be governed by, enforced under and construed in accordance with the laws of the State of Maryland applicable to agreements made and to be performed entirely within such State, without regard to any conflicts of law principles that would require the application of any other law.

5. Counterparts. This Assignment may be executed simultaneously in any number counterparts, each of which shall be considered one and the same agreement, and shall become effective when all such counterparts have been signed by each of the parties and delivered to the other parties.

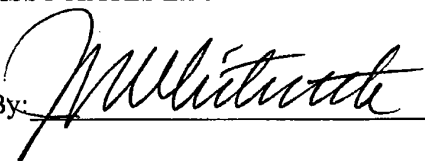
6. No Third-Party Beneficiaries. This Assignment is for the sole benefit of the parties hereto and their permitted successors and assigns, and nothing herein expressed or implied shall give or be construed to give to any Person, other than the parties hereto and such successors and assigns, any legal or equitable rights, remedy or claim hereunder.

[signature page follows]

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed and is effective as of the date first above written.

BY ASSIGNOR:

MURRAY ELECTRONICS
ASSOCIATES LLC

By: 

JOSEPH S. WHITWORTH
Name (Print)

VICE PRESIDENT

Title
3-3-09
Date

BY ASSIGNOR:

ARTHROWAVE MEDICAL
TECHNOLOGIES, LLC

By: 

JOSEPH S. WHITWORTH
Name (Print)

VICE PRESIDENT

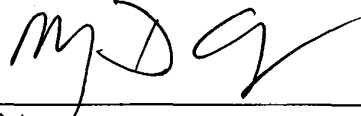
Title
3-3-09
Date

Signature Page to Assignment of Trademark

TRADEMARK
REEL: 004026 FRAME: 0477

BY ASSIGNEE:

MONIQUE ALMY, CHAPTER 7
TRUSTEE

A handwritten signature in black ink, appearing to read 'M. Almy', written over a horizontal line.

Date

3/4/09

Signature Page to Assignment of Trademark

TRADEMARK
REEL: 004026 FRAME: 0478

EXHIBIT A

U.S. Reg. No. 2,198,322 for "BioniCare"