

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
Normandin Pacific Holdings Corp.		09/30/2005	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Metro-Pacifica, LLC
Street Address:	200 Cumberland Bend
City:	Nashville
State/Country:	TENNESSEE
Postal Code:	37228
Entity Type:	LIMITED LIABILITY COMPANY: TENNESSEE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	2822681	CLINIKLEEN
Registration Number:	2822682	CONTROLPLUS
Registration Number:	2850430	EXTRA CARE
Registration Number:	2888743	L-TOUCH
Registration Number:	2052692	PACIFICA
Registration Number:	2850429	PACIFCA...FOR EXTRA CARE
Registration Number:	2804651	STREAMLINER
Registration Number:	2850432	SUPER CARE
Registration Number:	3122469	SUPER STOPPERS

CORRESPONDENCE DATA

Fax Number: (423)785-8480
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 4237858295
 Email: pliner@millermartin.com
 Correspondent Name: Patricia P. Liner

CH \$240.00 2822681

Address Line 1: 832 Georgia Avenue
Address Line 2: Suite 1000 Volunteer Building
Address Line 4: Chattanooga, TENNESSEE 37402-2289

ATTORNEY DOCKET NUMBER:	50059-0084
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NAME OF SUBMITTER:	Patricia P. Liner
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Signature:	/Patricia P. Liner/
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Date:	12/18/2009
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Total Attachments: 3 source=Assignment#page1.tif source=Assignment#page2.tif source=Assignment#page3.tif

ASSIGNMENT OF INTELLECTUAL AND OTHER PROPERTY RIGHTS

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY AND OTHER PROPERTY RIGHTS (the "Assignment") is made this 30th day of September, 2005, by NORMANDIN PACIFIC HOLDINGS CORP., a California corporation (the "Assignor"), for the benefit of METRO-PACIFICA, LLC, a Tennessee limited liability company (the "Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Contribution Agreement of even date herewith (the "Contribution Agreement") pursuant to which Assignor is contributing substantially all of the assets used in Assignor's business to Assignee in exchange for a 40.0% membership interest in Assignee (the "Interest");

WHEREAS, as a further condition to Assignee's execution of the Contribution Agreement and to Assignee's issuance of the Interest to Assignor, Assignee has required Assignor to enter into this Agreement; and

WHEREAS, Assignor, pursuant to this Assignment, desires to transfer and assign to the Assignee any and all intellectual and other property rights which Assignor may have in any software, patents, trademarks, tradenames, documentation relating to any of the foregoing and any associated intellectual property related to, used by or necessary for the operation of the business of the Assignee;

NOW, THEREFORE, for good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Assignor hereby assigns, grants, transfers and conveys to Assignee all right, title and interest which Assignor may now have or hereafter acquire in and to the following, including, without limitation, the intellectual property rights described on Schedule 1 attached hereto:

1. Any and all software and any associated intellectual property, all inventions, any letters patent, pending patent applications, copyrights, trademarks, registrations and pending applications thereof and all items created or made, discoveries, concepts, ideas and fixed expressions thereof, whether or not patentable or registerable under copyright or other statutes, in any manner related to the business of Assignor, including, without limitation, all computer software, source and object code, websites, hardware, technology, products, machines, programs, process developments, formulae, methods, techniques, know-how, data and any improvements thereof.

2. Trade secrets concerning the business, operations and/or affairs of Assignor, data, designs, samples, past, current and planned research and development, current and planned methods and processes, client and/or customer lists and information, current and anticipated client and/or customer requirements, price lists, market studies, business plans, any information relating to computer software and programs (including architecture, design or object code and source code), together with any and all other information, however documented, that may be a trade secret of Assignor as the term "trade secret" is defined under applicable law, as amended from time to time.

3. Any and all information concerning the business and affairs of Assignor, including, without limitation, financial statements, financial projections and budgets, historical and projected sales, capital spending budgets and plans, the names and backgrounds of key personnel and personnel training and techniques and materials, however documented.

4. Any and all notes, analyses, compilations, studies, summaries and other materials prepared by or for the Assignor containing or based, in whole or in part, on any items described above.

5. Assignor agrees to take such further actions and execute and deliver such other instruments and/or documents as Assignee may request from time to time in order to effectuate the assignment of the items as described above and as provided for herein.

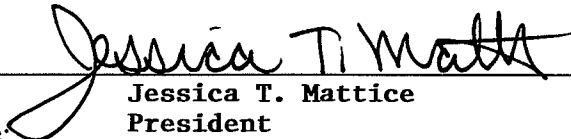
6. This Assignment and its terms shall be binding upon the Assignor, its successors and assigns.

7. Assignor represents and warrants that to the best of its knowledge after due inquiry, no other person or entity has any right, title or interest in or to any of the items described above.

IN WITNESS WHEREOF, Assignor has executed this Assignment as of the day and year first written above.

ASSIGNOR:

NORMANDIN PACIFIC HOLDINGS CORP.

By: 
Jessica T. Mattice
President

Title: _____

Schedule 1

Detailed Description of Assigned Intellectual Property

Trademarks:

Pacifica
L-Touch
Clinikleen
Control Plus
Streamliner
Extra Care
Pacifica for Extra Care
Super Care
Hemospheres – application pending
Super Stopper – application pending

California Trademark:

Pacifica Reg # 101798 Extends to 10/2/06

Fictitious Business Name Statement – Pacifica Gloves

Domain Names:

www.pacifica.com
www.pacificagloves.com

Software Licenses:

EDI Soft
Peachtree Street
ACT
Windows/Microsoft Office Products
Terminal Services