

);LAWRENCE N. GINSBERG COMPANY:21 SAN ANTONIO

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

04/06/2010
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MURRAY ELECTRONICS ASSOCIATES, LLC		03/08/2010	LIMITED LIABILITY COMPANY: <i>Delaware</i>
ARTHROWAVE MEDICAL TECHNOLOGIES, LLC		03/08/2010	LIMITED LIABILITY COMPANY: <i>Delaware</i>

RECEIVING PARTY DATA

Name:	VISION QUEST INDUSTRIES INCORPORATED dba VQ ORTHOCARE
Street Address:	18011 MITCHELL SOUTH
City:	IRVINE
State/Country:	CALIFORNIA
Postal Code:	92614
Entity Type:	CORPORATION: <i>California</i>

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	2198322	BIONICARE
Serial Number:	77408389	ARTHROWAVE
Serial Number:	77411984	REAL SCIENCE. REAL RELIEF.
Registration Number:	1267838	IONICARE
Registration Number:	1267839	IONICARE

CORRESPONDENCE DATA

Fax Number: (949)640-8281
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Email: LNGinsberg@LNGinsberg.com
Correspondent Name: LAWRENCE N. GINSBERG
Address Line 1: 21 SAN ANTONIO
Address Line 4: NEWPORT BEACH, CALIFORNIA 92680

OP \$140.00 2198322

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ATTORNEY DOCKET NUMBER:	VQGEN001
NAME OF SUBMITTER:	LAWRENCE N. GINSBERG
Signature:	/Lawrence N. Ginsberg/
Date:	04/06/2010
Total Attachments: 3 source=VQ_Orthocare_Assignment_Murray_Arthrowave_Trademarks#page1.tif source=VQ_Orthocare_Assignment_Murray_Arthrowave_Trademarks#page2.tif source=VQ_Orthocare_Assignment_Murray_Arthrowave_Trademarks#page3.tif	

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ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS (this "Assignment"), effective as of March 3, 2010 (the "Effective Date"), is made by and among Murray Electronics Associates, LLC, a Delaware limited liability company, and Arthrowave Medical Technologies, LLC, a Delaware limited liability company (collectively, "Assignor"), and Vision Quest Industries Incorporated, a California corporation doing business as VQ OrthoCare ("Assignee"), with reference to the following recitals:

RECITALS

A. Assignor and Assignee are parties to that certain Asset Purchase and Sale Agreement, dated as of May 8, 2009 (the "Purchase Agreement"), and that certain Bill of Sale, dated as of March 3 2010 (the "Bill of Sale"), pursuant to which Assignor has agreed to sell, convey, assign, transfer and deliver to Assignee all right, title and interest in and to all assets of Assignor used or held for use in the Business (as defined in the Purchase Agreement) other than the Excluded Assets (as defined in the Purchase Agreement), including, without limitation, all trademarks, tradenames and service marks and all goodwill associated therewith and which is symbolized thereby, and registrations and applications therefor, used or held for use in the Business, including, without limitation, those listed on Exhibit A attached hereto and incorporated herein by this reference (the "Assigned Trademarks").

B. Assignor desires to transfer, and Assignee desires to accept such transfer of, all right, title and interest in the Assigned Trademarks.

NOW, THEREFORE, in reliance on the foregoing recitals in consideration of the transactions contemplated in the Purchase Agreement and 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 rights, title and interest in, to and under the Assigned Trademarks, and Assignee hereby accepts such sale, conveyance, assignment, transfer, and delivery. Assignor further sells, conveys, assigns, transfers and delivers to Assignee all rights of Assignor to bring an action, whether at law or in equity, against any third party for infringement or other misuse of any of the Assigned Trademarks, including, without limitation, 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. Assignor further sells, conveys, assigns, transfers and delivers to Assignee all rights of priority in any jurisdiction that are based upon the filing date of any of the Assigned Trademarks and that are created by any law, treaty or international convention. Except as otherwise provided in the Purchase Agreement, the Assigned Trademarks and all other matters assigned hereunder are being conveyed "As Is" and "Where Is" as of the date first written below.

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 Trademarks.

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 California applicable to agreements made and to be performed

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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.

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

ASSIGNOR:


Murray Electronics Associates, LLC,
a Delaware limited liability company

By:

Name: JOSEPH S. WATKINSON

Title: VICE PRESIDENT & SECY.

WITNESS:



3/8/10

ArthroWave Medical Technologies, LLC,
a Delaware limited liability company

By:

Name: JOSEPH S. WATKINSON

Title: VICE PRESIDENT & SECY.


3/8/10

ASSIGNEE:

Vision Quest Industries Incorporated
a California Corporation, dba VQ OrthoCare

By:


James W. Knape, President & CEO

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**EXHIBIT A
TRADEMARKS**

U.S. Registration No. 2198322 for "BioniCare"

U.S. Registration No. 77408389 for "ArthroWave"

U.S. Registration No. 77411884 for "Real Science. Real Relief."

U.S. Registration No. 1257838 and 1257839 for "Ionicare"

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