



To the Honorable Commissioner of Patents and Trademarks

102316959

attached original documents or copy thereof.

1. Name of conveying party(ies):

Nightingale Inc.

12-17-02

2. Name and address of receiving party(ies):

Name: **Nightingale Corp.**
Internal Address:
Street Address: **2301 Dixie Road**
City: **Mississauga**
Province: **Ontario**
Country: **Canada**
Zip Code: **L4Y 1Z9**

- Individual(s)
- General Partnership
- Corporation-State of
- Other: **Canadian corporation**
- Association
- Limited Partnership
- Yes No

- Individual(s) citizenship:
- Association:
- General Partnership:
- Limited Partnership:
- Corporation - State of
- Other: **Canadian corporation**

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

Additional names(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Certificate of Merger
- Merger
- Change of Name

Execution Date: **August 6, 2002**

4. Application number(s) or registration number(s):

A. Trademark Application No(s):
75/787,977

B. Trademark Registration No(s):
2,513,923
2,513,922
2,337,369
2,283,881
2,415,313
2,648,630

Additional numbers attached? Yes No

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SEP 09 17 10 53
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5. Name and address of party to whom correspondence concerning document should be mailed:

Name: **Barry R. Lipsitz**

Internal Address:

Street Address: **755 Main Street
Building No. 8**

City: **Monroe** State: **CT** ZIP: **06468**

6. Total number of applications and registrations involved: **7**

7. Total fee (37 CFR 3.41).....\$ **190.00**

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

The Commissioner is hereby authorized to charge any deficiency in the payment of the required fee(s) or credit any overpayment to Deposit Account No. 50-0625.

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Barry R. Lipsitz

December 11, 2002

Name of Person Signing

Signature

Date

12/19/2002 DBYRNE 00000068 75787977

Total number of pages including cover sheet, attachments and document:

01 FC:8521
02 FC:8522

Documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

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TRADE-MARK ASSIGNMENT


WHEREAS **Nightingale Inc.** (hereinafter called the "Assignor"), whose full post office address is **2301 Dixie Road, Mississauga, Ontario, L4Y 1Z9, Canada**, is the owner of the trade-marks as set out on the attached Schedule "A";

AND WHEREAS **Nightingale Corp.**, (hereinafter called the "Assignee"), whose full post office address is **2301 Dixie Road, Mississauga, Ontario, L4Y 1Z9, Canada**, is desirous of acquiring all rights to the aforesaid trade-marks;

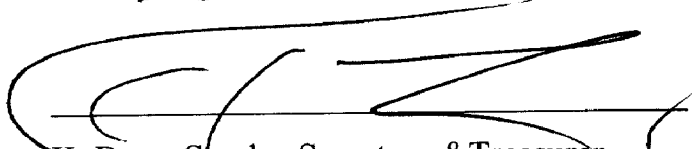
NOW THEREFORE, this Assignment witnesses that in consideration of the sum of twenty (\$20.00) dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor does hereby sell, assign and transfer to the Assignee all rights, title and interest in and to the said trade-marks together with the goodwill of the business symbolized by the trade-marks, all rights to bring suit for past or future infringement of the trade-marks, and all rights, title and interest in and to any applications for registration and/or registrations for the trade-mark or renewal(s) thereof.

EXECUTED AT Toronto, Ontario, Canada, this *6th* day of *August*, 2002.

Nightingale Inc.



John D. Pepper, Executive Vice-President



K. Barry Sparks, Secretary & Treasurer

NOTARIAL CERTIFICATE

Before me, Constance W. M. Chan, this *6th* day of *August*, 2002 personally appeared K. Barry Sparks, to me known and known to me to be the Secretary & Treasurer of Nightingale Inc., and John D. Pepper, to me known and known to me to be the Executive Vice-President of Nightingale Inc. who did in my presence execute the foregoing Assignment on behalf of Nightingale Inc. and who by me being sworn did acknowledge that they were authorized to execute said documents on behalf of Nightingale Inc.



Notary Public

SCHEDULE "A"

CANADIAN TRADE-MARKS

<u>Trade-mark</u>	<u>Serial/Regn. No.</u>	<u>Registration Date</u>
BEAR	1,016,737/TMA561,902	May 14, 2002
BEETLE	1,016,736/TMA539,597	January 12, 2001
CRICKET	1,016,735/TMA541,215	February 15, 2001
ENERSORB	863,176/TMA502,712	October 23, 1998
ERGOXTRA	850,568/TMA501,240	September 25, 1998
N & DESIGN	331,897/TMA176,108	May 14, 1971
N & DESIGN	1,102,193	-
NIGHTINGALE	331,831/TMA175,342	April 2, 1971

U.S. TRADE-MARKS

<u>Trade-mark</u>	<u>Serial/Regn. No.</u>	<u>Registration Date</u>
BEAR	75-787,977	-
BEETLE	75-787,978/2,513,923	December 4, 2001
CRICKET	75-787,975/2,513,922	December 4, 2001
ENERSORB	75-495,342/2,337,369	April 4, 2000
ERGOXTRA	75-369,742/2,283,881	October 5, 1999
N & DESIGN	75-719,547/2,415,313	December 26, 2000
NIGHTINGALE	76-250,056	-