# 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
Wendell-Alan, Ltd.		I05/20/2010 I	LIMITED LIABILITY COMPANY: OHIO

### **RECEIVING PARTY DATA**

Name:	Motion1 Holdings, LLC	
Street Address:	1013 3rd Avenue, SW	
City:	Carmel	
State/Country:	INDIANA	
Postal Code:	46032	
Entity Type:	LIMITED LIABILITY COMPANY: INDIANA	

### PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	3101653	TOREX
Registration Number:	3302325	MC2 MALLEOLAR CRYO-COMPRESSION

# **CORRESPONDENCE DATA**

Fax Number: (513)651-6981

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

513-651-6128 Phone: Email: aschoen@fbtlaw.com Correspondent Name: Ann G. Schoen

Address Line 1: 2200 PNC Center, 201 E. Fifth Street

Address Line 4: Cincinnati, OHIO 45202

ATTORNEY DOCKET NUMBER:	LR12575/0576756
NAME OF SUBMITTER:	Ann G. Schoen
Signature:	/Ann G. Schoen/

**TRADEMARK** 900166580 REEL: 004239 FRAME: 0261

Date:	07/09/2010
Total Attachments: 3 source=TrademarkAssignment#page1.tif source=TrademarkAssignment#page2.tif source=TrademarkAssignment#page3.tif	

TRADEMARK
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## Exhibit 6

# ASSIGNMENT OF INTANGIBLE ASSETS

For good and valuable consideration, the receipt of which is hereby acknowledged, and under the Asset Purchase Agreement between WENDELL-ALAN, LTD. ("Assignor") and MOTION1 HOLDINGS, LLC ("Assignee") and effective LOUIS, 2010 (the "Effective Date"), Assignor hereby assigns, conveys, transfers, and delivers to Assignee all of Assignor's right, title and interest in and to all the following Intangible Assets of Assignor:

- 1. All goodwill, customer lists, customer e-mail addresses, and similar customer-based intangibles of every nature whatsoever, including Assignor's Customer Prospect List;
- 2. Exclusive use and ownership of the e-mail and web domain names "torexhealth.com" and the names "torex" and "Torex") (Assignor is not precluded from continuing to use the "Wendell-Alan, Ltd." name and its variants, telephone number, fax number, and e-mail addresses in winding up its affairs);
- 3. All Patent Rights, Trademarks (including common law trade names), service marks, and pending applications and other Intellectual Property (as those capitalized terms are defined in the Asset Purchase Agreement) included in the Purchased Assets and described or stated on the attached list;
- All confidentiality and non-competition agreements to which Seller is a party;
- All business plans, marketing studies, trade secrets, and other know-how of Assignor;
   and
- All other intangible assets of Assignor except cash, cash equivalents, accounts receivable, unbilled work-in-process, and those intangibles expressly excluded under the terms of the Asset Purchase Agreement,

This Assignment transfers to Assignee all rights and interests of every nature that Assignor has or may have in the above-described Intangible Assets.

For the convenience of the parties and Assignor's customers, Assignor's accounts receivable and unbilled work-in-process are being assigned to and assumed by Assignee under a separate document.

Upon Assignee's request, Assignor agrees to promptly execute and deliver and/or file all further documents that Assignee determines to be reasonably necessary or beneficial in transferring ownership of (or in officially recording the transfer of ownership of) any of the above-described Intangible Assets from Assignor to Assignee.

IN WITNESS WHEREOF, Assignor has executed this Assignment by the signature of its duly authorized officer on this 20 day of 400, 2010.

Assignor:

WENDELL-ALAN, LTD.

Signature of Authorized Officer or Manager

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TRADEMARK

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Printed Name and Title

Assignee:

MOTIONI HOLDINGS, LLC

# List of Patent Rights, Trademarks, and Other Intellectual Property Assigned and Transferred under Item 3 on Previous Page

- U.S. Patent No. 7,060,086 (Thermal treatment pack), issued June 2006
- U.S. Patent No. 7,481,786 (Device for administering cold therapy to ankles), issued January
- U.S. Patent No. 7,121,111 (Apparatus and method for chilling beverages), issued October 2006
- U.S. Patent No. 7,621,944 (Thermal pack variations), issued October 2009
- U.S. Registered Trademark No. 3,101,653 ("torex")

RECORDED: 07/09/2010

- U.S. Registered Trademark No. 3,302,325 ("MC2 Malleolar Cryo-Compression")
- All trade secrets, CAD drawings, prototypes, models, sketches, product art (including copyrights subsisting therein), other documentation, unfiled patent applications in process. state trademark registrations, royalty agreements, license agreements, other Patent Rights (as defined in the Asset Purchase Agreement) and Intellectual Property (as defined in the Asset Purchase Agreement) arising out of, subsisting in, or pertaining to any of the above or to the Torex Product designs or technology (including but not limited to all Intellectual Property rights subsisting in the "Torex shoulder" product design(s) and prototype(s))

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