



Form PTO-1595 (Rev. 03/01) OMB No. 0061-0027 (exp. 5/31/2002)		RECORDATION FORM COVER SHEET PATENTS ONLY		U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office	
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof					
1. Name of conveying party(ies): Aircast Incorporated 92 River Road Summit, NJ 07901 Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		2. Name and address of receiving party(ies) Name: <u>AI Asset Acquisition Company LLC</u> Internal Address: _____ Street Address: <u>92 River Road</u> City: <u>Summit</u> State: <u>New Jersey</u> Zip: <u>07901</u> Additional name(s) & address(es) attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
3. Nature of Conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____ Execution Date: <u>December 7, 2004</u>					
4. Application number(s) or patent number(s): If this document is being filed together with a new application, the execution date of the new application is: _____ A. Patent Application No.(s): <u>SEE SCHEDULE A</u> B. Patent No.(s): <u>SEE SCHEDULE A</u> Additional numbers attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No					
5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Edward J. Kelly</u> <u>ROPES & GRAY LLP</u> Internal Address: <u>ACIZ-GIP-001</u> Street Address: <u>One International Place</u> City: <u>Boston</u> State: <u>MA</u> Zip: <u>02110-2624</u>		6. Total number of applications and patents involved: <u>33</u> 7. Total fee (37 CFR 3.41) \$ <u>1,320.00</u> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Authorized to be charged to credit card (Form 2038 enclosed) 8. Deposit account number: <u>18-1945</u> (Attach duplicate copy of this page if paying by deposit account)			
DO NOT USE THIS SPACE					
9. Statement and signature. <i>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.</i> Name of Person Signing: <u>Agnes S. Lee - 46.802</u> Signature:  Date: <u>March 7, 2005</u> Total number of pages including cover sheet, attachments, and documents: <u>5</u>					

I hereby certify that this correspondence is being facsimile transmitted to the Patent and Trademark Office, facsimile no. (703) 306-5995, on the date shown below.

Dated: 3/7/05 Signature:  (Joanne Ryan)

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SCHEDULE A

Country	Application Number	Date Filed	Patent Number	Date Issued	Title
US	789,749	11/08/1991	5,277,695	01/11/1994	Adjustable ankle compress
US	794,856	11/21/1991	5,125,400	06/30/1992	Ankle brace having multiple inflatable aircells
US	08/077,006	06/15/1993	5,389,065	02/14/1995	Ankle brace with ATF compression
US	665,604	03/06/1991	5,113,877	05/19/1992	Ankle Sprain management system
US	08/219,988	03/30/1994	5,413,142	05/09/1995	Automatic fluid circulating system and method
US	08/180,706	01/13/1994	5,441,533	08/15/1995	Automatic fluid circulating system and method
US	08/109,382	8/19/1993	5,466,250	11/14/1995	Automatic fluid circulating system and method
US	08/131,030	10/04/1993	5,492,133	02/20/1996	Improved flexible fastening strap
US	694,700	01/25/1985	4,628,945	12/16/1986	Inflatable Ankle Brace with Porous Compressible Filler
US	09/472,292	12/27/1999	6,592,534	07/15/2003	Inflatable medical appliance for prevention of DVT
US	51,360	05/19/1987	4,872,448	10/10/1989	Knee Brace Having Adjustable Inflatable U/shaped Air Cell
US	08/148,937	11/08/1993	5,387,185	02/07/1995	Knee immobilizer splint
US	29/198,571	01/30/2004			Low Profile Pneumatic Walking Brace
US	09/876,343	06/07/2001	6,551,317	04/22/2003	Method and apparatus for facilitating the healing of bone fractures
US	08/421,040	4/12/1995	5,588,955	12/31/1996	Method and apparatus for providing therapeutic intermittent compression for reducing risk of DVT
US	09/592,229	06/12/2000	6,463,934	10/15/2002	Method for providing enhanced blood circulation (micro cir and venous return)
US	10/357,990	02/04/2003			Multi/Functional Joint Brace
US	09/490,479	01/24/2000	6,406,450	06/18/2002	Orthopedic ankle brace
US	10/726,343	12/02/2003			Orthopedic Appliance with Moisture Management System
US	10/863,639	06/07/2004			Pad with Aircell for an Orthopedic Brace
US	10/074,960	02/13/2002	6,755,798	06/29/2004	Pneumatic Achilles Sleeve
US	10/830,026	06/28/2004			Pneumatic Achilles Sleeve
US	08/745,276	11/08/1996	6,322,530	11/27/2001	Pneumatic Achilles wrap
US	821,401	01/14/1992	5,213,564	05/25/1993	Prophylactic ankle brace
US	29/188,980	08/27/2003	D495,420	08/31/2004	Shell For An Ankle Brace
US	60/575,038	05/27/2004	-	-	Soft Ankle Brace
US	09/174,498	10/16/1998	6,368,357	04/09/2002	Therapeutic device for amputees
US	08/505,520	07/25/1995	5,496,262	03/05/1996	Therapeutic intermittent compression system with inflatable compartments of differing pressure from a single source
US	737,402	07/29/1991	5,230,335	07/27/1993	Thermal Compress System
US	644,835	01/23/1991	5,314,455	05/24/1994	Thermal Compress System
US	08/383,469	02/03/1995	5,577,998	11/26/1996	Walking brace
US	09/040,839	03/18/1998	6,027,468	02/22/2000	Walking brace with enhanced shock absorbency
US	60/607,704	09/07/2004	-	-	Wrist Fracture Brace

ASSIGNMENT OF PATENTS AND PATENT APPLICATIONS

THIS ASSIGNMENT OF PATENTS AND PATENT APPLICATIONS ("Assignment"), made effective as of the 7th day of December 2004 ("Effective Date"), is by and between Aircast Incorporated, a New Jersey corporation having its principal place of business at 92 River Road, Summit, New Jersey, 07902 ("Assignor") and AI Asset Acquisition Company LLC, a Delaware limited liability company having its principal place of business at 92 River Road, Summit, NJ 07901 ("Assignee").

WHEREAS, Assignor is the owner of rights, title and interest in and to the patents and patent applications identified in Schedules A and B attached hereto;

WHEREAS, Assignee is desirous of acquiring all of Assignor's rights, title and interest in and to said patents and patent applications, including the right to sue for past infringement, within the United States and its territorial possessions and all foreign countries and any United States or foreign patents that may be granted therefor; and

WHEREAS, in accordance with the terms of the Asset Purchase Agreement by and among Assignor and Assignee effective as of October 31, 2004, Assignee desires to obtain an assignment of Assignor's rights in the patents and patent applications identified in Schedules A and B and Assignor desires to assign its rights in the patents and patent applications identified in Schedules A and B to Assignee;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and with the intention of being legally bound hereby, Assignor does hereby sell, assign, transfer and set over unto Assignee all of Assignor's rights, title and interest in and to the patents and patent applications identified in Schedules A and B within the United States of America and its territorial possessions and all foreign countries, and in and to any patents of the United States and all foreign countries that may be granted therefor, including all divisions, continuations, continuations/in/part, substitutes, patents of addition, reissues, reexaminations, renewals, and extensions thereof, and the right to apply for patents in foreign countries with full benefit of such priorities as may now or hereafter be granted to the Assignor by local laws or by treaty, including any international convention for the protection of industrial property, together with the right to extend the protection of said United States patents to the various territorial possessions now owned or which may be hereafter acquired by the United States of America, all said rights to be held and enjoyed by the Assignee for its use and benefit and for the use and benefit of its successors or assigns, to the full end of the term for which said patents are or may be granted, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made. Assignor hereby requests and authorizes the United States Commissioner of Patents and Trademarks, and any officials of foreign countries whose duty it is to issue patents on applications as aforesaid, to issue all said patents, when granted, in accordance with the terms of this Assignment.

Assignor further sells, assigns and transfers to Assignee, its successors and assigns, all of Assignor's rights to sue for and to recover and retain all damages and profits arising from past infringements or unauthorized use of any such patent, or unpaid royalties with respect to use of any such patent, occurring before the date of this Assignment.

Assignor further agrees with Assignee that Assignor will not execute any writing or do any act whatsoever conflicting with these presents, and that, when requested, Assignor will, without demanding any further consideration but at the expense of the Assignee, do all lawful and just acts, including the execution and acknowledgement of instruments, that may be or become necessary for obtaining, sustaining, reexamining or reissuing United States or foreign patents for the inventions and patent applications, and for maintaining and perfecting the Assignee's right to the patents and patent applications particularly in cases of interference and litigation, it being understood that the foregoing covenant and agreement shall bind, and inure to the benefit of the assigns, successors and legal representatives of Assignor and Assignee.

IN WITNESS WHEREOF, the parties have executed this Assignment by and through their duly authorized agents as of the Effective Date.

[SIGNATURES BEGIN ON NEXT PAGE]

[SIGNATURE PAGE TO Aircast INCORPORATED PATENT ASSIGNMENT]

Aircast Incorporated, Assignor

By: [Signature]
 Name: Glenn W. Johnson, III
 Title: Chairman of the Board and CEO

STATE OF New York
 COUNTY OF New York
 UNITED STATES OF AMERICA

I, Stephanie M. Schade, a Notary Public of the aforesaid County and State, do hereby certify that Glenn W. Johnson, III personally appeared before me this day and acknowledged that he is the Chairman and CEO of Aircast Incorporated, a corporation of the state of New Jersey, and that by authority duly given and as an act of the corporation, the foregoing instrument was signed in its name by him as its _____, as the free act and deed of the corporation.

WITNESS MY HAND AND NOTARIAL SEAL this 7 of December 2004.

My Commission Expires: _____

Stephanie M. Schade
 Notary Public

AI Asset Acquisition Company LLC, Assignee

By: [Signature]
 Name: Geoffrey S. Raker
 Title: Vice President & Secretary

STATE OF New York
 COUNTY OF New York
 UNITED STATES OF AMERICA

I, Stephanie M. Schade, a Notary Public of the aforesaid County and State, do hereby certify that Geoffrey S. Raker personally appeared before me this day and acknowledged that he is the V.P. and Secretary of AI Asset Acquisition Company LLC, a Delaware limited liability company, and that by authority duly given and as an act of the company, the foregoing instrument was signed in its name by him as its Vice President, as the free act and deed of the corporation.

WITNESS MY HAND AND NOTARIAL SEAL this 7 day of December 2004.

My Commission Expires: _____

Stephanie M. Schade
 Notary Public

STEPHANIE M. SCHADE
 Notary Public State of New York
 No. 31-4830702
 Qualified in New York County
 Commission Expires May 31, 2006

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