

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Tharos LLC	10/05/2008
RECEIVING PARTY DATA	
Name:	Medline Industries
Street Address:	One Medline Place
City:	Mundelein
State/Country:	ILLINOIS
Postal Code:	60060
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	6572573
Patent Number:	D410746
Patent Number:	6149613
CORRESPONDENCE DATA	
Fax Number:	(847)949-2633
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	847-643-4734
Email:	docketing@medline.com
Correspondent Name:	David Noskowicz
Address Line 1:	One Medline Place
Address Line 2:	Executive Office
Address Line 4:	Mundelein, ILLINOIS 60060
ATTORNEY DOCKET NUMBER:	10042ACQ
NAME OF SUBMITTER:	David Noskowicz
Total Attachments: 4 source=Patent Assignment THAROS#page1.tif	

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PATENT ASSIGNMENT

WHEREAS, Tharos LLC (the "Seller"), a Tennessee corporation, is the sole and exclusive owner of the patents listed on the attached Schedule B, and of the invention or improvements disclosed therein (all hereinafter collectively referred to as the "Patents");

WHEREAS, Medline Industries, Inc. (the "Buyer"), a corporation of Illinois is acquiring the Patents from Seller pursuant to the terms set forth in that certain Agreement for Purchase and Sale of Assets dated as of November 3, 2008 (the "Agreement"), to which Seller and Buyer are parties; and

WHEREAS, Seller wishes to herein memorialize said assignment, transfer and sale of the Patents to Buyer.

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN, be it known that for good and valuable consideration set forth in the Agreement, and other valuable and legally sufficient consideration, the receipt and legal sufficiency of which is hereby acknowledged, the Seller has sold, assigned and transferred, and by these presents does sell, assign and transfer unto the Buyer, all right, title and interest in and to the Patents, and any continuations, continuations-in-part, divisions, reissues, reexaminations, extensions, and foreign patents and patent applications related thereto, and any rights to file applications and receive patents thereon, the same to be held and enjoyed by the Buyer for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, to the end of the term or terms for which the said Patents are or may be granted or reissued, as fully and entirely as the same would have been held and enjoyed by the Seller if this assignment and sale had not been made; together with all claims for past and future damages by reason of infringement of same, with the right to sue for past and future damages and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives.

AND, the Seller hereby requests the United States Commissioner of Patents and Trademarks (the "Commissioner"), as well as his or her foreign counterparts in the foreign jurisdictions which exercise authority over any of the Patents to record this Patent Assignment. The Seller hereby further requests the Commissioner and his or her foreign counterparts to issue any and all patents resulting from applications among the Patents or derived therefrom to Buyer as assignee of the entire interest.

AND, the Seller, for itself and its successors and assigns, hereby covenants and agrees that at any time and from time to time forthwith upon the request of the Buyer, the Seller will, at its expense, do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered, all such further acts, deeds, instruments, transfers and assurances as may be reasonably required by the Buyer in order to assign, transfer, set over and convey unto, and vest in, the Buyer, its respective successors and assigns, any or all of the Patents, and to put the Buyer in actual possession and operating control thereof, free and clear of all liens, to assist

IN TESTIMONY WHEREOF, the Seller has caused this Assignment to be executed by its duly authorized representative on _____, 2008.

Seller: Tharos LLC.

By: Stephen J. Klein
Name: Stephen J. Klein
Title: Owner

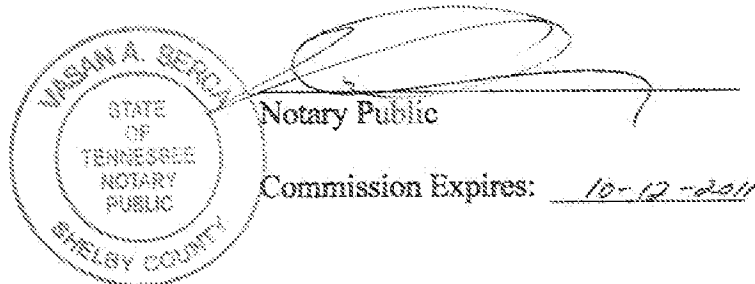
Buyer: Medline Industries, Inc.

By: [Signature]
Name: Pete Turner
Title: Division President

CERTIFICATE OF ACKNOWLEDGEMENT

I, Nathan Serca, a Notary Public in and for Tennessee do hereby certify that Stephen J. Klein, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed, and delivered the said instrument as a free act and deed on behalf of the identified corporation, H2OR, Inc., with authority to do so.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this 5th day of October, 2008.
November



My Commission Expires October 12, 2011

SIGNATURE PAGE TO PATENT ASSIGNMENT

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IN TESTIMONY WHEREOF, the Seller has caused this Assignment to be executed by its duly authorized representative on November 8 2008. *SK*

Seller: **Tharos LLC.**

By: *Stephen J. Klein*
Name: *SK* Stephen J. Klein
Title: Owner

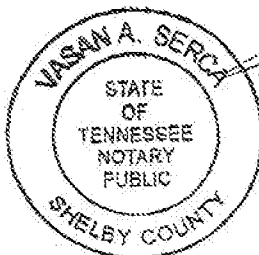
Buyer: **Medline Industries, Inc.**

By: _____
Name: _____
Title: _____

CERTIFICATE OF ACKNOWLEDGEMENT

I, *Vasan Serca*, a Notary Public in and for *Tennessee* do hereby certify that *Stephen J. Klein*, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed, and delivered the said instrument as a free act and deed on behalf of the identified corporation, H2OR, Inc., with authority to do so.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this *5th* day of *October*, 2008.
November



[Signature]
Notary Public

Commission Expires: *10-12-2011*

My Commission Expires October 12, 2011

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SCHEDULE B
THAROS LLC
PATENT ASSIGNMENT

Country	Case Type	Serial Number	Application Date	Patent Number	Issue/Grant Date	Inventor	Title
U.S.	Utility	09/711,976	14 November 2000	6,572,573	3 June 2003	Klein, Stephen	Heel Elevating Device
U.S.	Design	29/058,309	20 March 1998	410,746	08 June 1999	Klein, Stephen	Heel Elevator
U.S.	Utility	09/387,929	1 September 1999	6,149,613	21 November 2000	Klein, Stephen	Heel Elevating Device

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