

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Progressive GaitWays, LLC	09/14/2006
RECEIVING PARTY DATA	
Name:	TheraTogs, Inc.
Street Address:	305 Society Drive
Internal Address:	Suite C-3
City:	Telluride
State/Country:	COLORADO
Postal Code:	81435-8914
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	10526320
PCT Number:	US0327023
CORRESPONDENCE DATA	
Fax Number:	(970)282-1134
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	970 218-6798
Email:	jeanmach@mbh-law.com
Correspondent Name:	Jean M Macheledt
Address Line 1:	501 Skysail Lane
Address Line 2:	Suite B100
Address Line 4:	Fort Collins, COLORADO 80525-3133
ATTORNEY DOCKET NUMBER:	PGW-100A_RECORDASSIGNMT
NAME OF SUBMITTER:	Jean M Macheledt, Reg. No 33,956
Total Attachments: 5 source=PGW-100PCT_Assignmt to TheraTogsInc_Sep'06#page1.tif source=PGW-100PCT_Assignmt to TheraTogsInc_Sep'06#page2.tif source=PGW-100PCT_Assignmt to TheraTogsInc_Sep'06#page3.tif source=PGW-100PCT_Assignmt to TheraTogsInc_Sep'06#page4.tif source=PGW-100PCT_Assignmt to TheraTogsInc_Sep'06#page5.tif	

OP \$80.00 10526320

PATENT ASSIGNMENT

This PATENT ASSIGNMENT is dated as of September 18, 2006 (this "Assignment") between Progressive GaitWays, LLC, a Colorado limited liability company (the "Assignor"), and TheraTogs, Inc., a Delaware corporation (the "Assignee").

WHEREAS, pursuant to the terms of a certain Amended and Restated Contribution Agreement dated as of the date hereof (the "Contribution Agreement"), the Assignee has agreed to purchase all of the Assignor's right, title and interest in and to certain assets, including the inventions and technological know-how and patent applications set forth on Schedule I hereto (the "Assigned Patents").

NOW, THEREFORE, in consideration of the representations, warranties and covenants contained in the Contribution Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. The Assignor represents and warrants, to the best of its knowledge, that, as of the date hereof, the Assignor is the owner of all right, title and interest in and to the Assigned Patents. The Assignor has not committed or otherwise transferred by way of lien or other encumbrance to any third party, Assignor's rights in and to the Assigned Patents. The Assignor hereby sells, conveys, transfers, assigns and delivers to the Assignee and its successors and assigns, and the Assignee hereby purchases from the Assignor, all of the Assignor's right, title and interest, on a world-wide basis, in and to the Assigned Patents including, without limitation, all patent applications, including provisional applications, all claims for past infringement, all reissues, reexaminations, continuations, continuations-in-part, divisionals and foreign corresponding patents that may issue therefrom and all renewals and extensions of any of them. This Assignment is in accordance with and is subject to all of the terms and conditions set forth in the Contribution Agreement (which Contribution Agreement shall govern in the event of a conflict between the terms hereof and those set forth in the Contribution Agreement).

2. Cooperation and Recordation. The Assignor agrees to cooperate with the Assignee as reasonably necessary to give full effect to and to perfect the rights of the Assignee in the Assigned Patents. The Assignor agrees to execute and deliver such other documents and to take all such other actions as the Assignee and/or its successors and assigns may reasonably request to effect the terms of this Assignment and to execute and deliver any and all affidavits, testimonies, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required to effect the terms of this Assignment. The Assignor agrees that the Assignee may record this Assignment (but not the Contribution Agreement) in the United States Patent and Trademark Office and such other offices foreign to the United States as the Assignee deems necessary, and the Assignee shall be responsible for all expenses and costs associated therewith.

3. Governing Law. This Assignment shall be construed by and governed in accordance with the laws of the State of Colorado, without giving effect to any choice of law or conflict of law provision or rule that would cause the application of laws of any jurisdiction other than the State of Colorado.

4. Counterparts. This Assignment may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Assignment by facsimile shall be effective as delivery of a manually executed counterpart to this Assignment.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed as of the date first written above by their respective officers thereunto duly authorized.

THERATOQS, INC.

By: 
Lee Taylor, Chief Executive Officer

PROGRESSIVE GAITWAYS, LLC

By: _____
Beverly Cusick, President

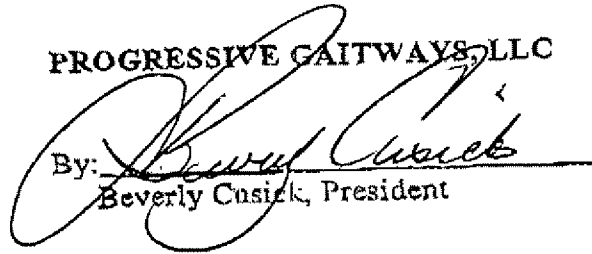
[SIGNATURE PAGE TO PATENT ASSIGNMENT]

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed as of the date first written above by their respective officers thereunto duly authorized.

THERATOGS, INC.

By: _____
Lee Taylor, Chief Executive Officer

PROGRESSIVE GAITWAYS, LLC

By: 
Beverly Cusick, President

[SIGNATURE PAGE TO PATENT ASSIGNMENT]

SCHEDULE I

Inventions and technological know-how, whether patentable or held as trade secret, relating to technical subject matter disclosed in pending patent applications filed in the United States (App. No. 10/526,320), European Patent Office (EP App. 03791918.0), and Canada (App. No. 2,495,769), each entitled *Elasticized Garment and Strapping System to aid in Body Mobility Support and Maintenance*, for inventor Mrs. Beverly Cusick TAYLOR, and for which priority has been granted to the following patent applications:

APPLICATION NUMBER	FILING DATE	Status (Patented, Pending or Abandoned)
US Provisional app. No. 60/407,035	30 August 2002	Pending at the time PCT app was filed
US Provisional app. No. 60/320,025	19 March 2003	Pending at the time PCT app was filed
PCT/US2003/027023	30 August 2003	Pending at the time of national entry

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