

08-03-1998

08-21-1998

U.S. Department of Commerce  
Patent and Trademark Office

Tab settings ⇄ ⇄ ⇄

To the Honorable Commissioner of 100797468 original documents or copy thereof.

1. Name of conveying party(ies):  
Rhema Medical Associates, Ltd.

*NRD*  
*8-3-98*

Individual(s)                       Association  
 General Partnership             Limited Partnership  
 Corporation-State Illinois  
 Other \_\_\_\_\_

Additional name(s) of conveying party(ies) attached?  Yes  No

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

Name: American WholeHealth, Inc.  
 Internal Address: 11150 Sunset Hills Road  
 Suite 210  
 City: Reston State: VA Zip: 22090

3. Nature of conveyance:

Assignment                               Merger  
 Security Agreement                   Change of Name  
 Other Nunc Pro Tunc Assignment as of February 2, 1998

Execution Date: June 30, 1998

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership Illinois \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State \_\_\_\_\_  
 Other \_\_\_\_\_

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 name(s) & address(es) attached?  Yes  No

B. Trademark registration No.(s)  
 RN 1,321,402 RHEMA MEDICAL ASSOCIATES  
 RN 1,321,403 Miscellaneous Design

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Timothy J. Lyden  
 Internal Address: Hogan & Hartson, L.L.P.

Street Address: 8300 Greensboro Drive  
Suite 1100  
 City: McLean State: VA Zip 22102

6. Total number of applications and registrations involved: ..... 2

7. Total fee (37 CFR 3.41): ..... \$ 65.00

Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number:  
08-2550  
 (Attach duplicate copy of this page if paying by deposit account)

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.*

Timothy J. Lyden  
 Name of Person Signing

*Timothy J. Lyden*  
 Signature

8/3/98  
 Date

Total number of pages comprising cover sheet: 3

08/20/1998 INQUIRY 00000076 1321402

01 FC:481 40.00 OP  
02 FC:482 25.00 OP

## NUNC PRO TUNC ASSIGNMENT OF REGISTERED TRADEMARKS

This NUNC PRO TUNC ASSIGNMENT OF REGISTERED TRADEMARKS is made as of June 30, 1998, by Rhema Medical Associates, Ltd., an Illinois corporation ("Seller"), in favor of American WholeHealth, Inc., an Illinois corporation ("Buyer").

WHEREAS, Seller and Buyer entered into that certain Asset Purchase Agreement ("Purchase Agreement"), dated as of February 2, 1998, pursuant to which Seller sold and Buyer acquired certain Assets of Seller used in connection with the Practice, including but not limited to the service marks and registrations therefor listed in Exhibit 1.1 of the Purchase Agreement and Exhibit 1 of this Nunc Pro Tunc Assignment of Registered Trademarks, and the goodwill symbolized thereby (the "Marks"); and

WHEREAS, Seller and Buyer are desirous of ratifying and confirming said sale, assignment, and transfer of all right, title, and interest in and to said Marks and the goodwill symbolized thereby;

NOW, THEREFORE, in consideration of the payment by Buyer of the Purchase Price and in further consideration of the mutual covenants and agreements contained in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, Seller has assigned and hereby sells, assigns, transfers and conveys to Buyer nunc pro tunc as of February 2, 1998, the entire right, title, and interest in and to the Marks, the registrations therefor, and the goodwill of the business symbolized by the Marks, the same to be held and enjoyed by Buyer, its successors, assigns, and other legal representatives, free and clear of Liens.

Seller further assigns to Buyer all right to sue for and receive all damages accruing from past infringements of the Marks assigned.

This Nunc Pro Tunc Assignment of Registered Trademarks shall be binding upon the parties, their successors and/or assigns and all others acting by, through, with, or under their direction, and all those in privity therewith.

Unless otherwise defined herein, all capitalized terms used herein have the meanings ascribed to them in the Purchase Agreement.

IN WITNESS WHEREOF, Seller has caused this Assignment of Registered Trademarks to be executed and delivered effective as of the date first written above.

RHEMA MEDICAL ASSOCIATES, LTD.

By: Richard A. Feely, Jr.

Name: RICHARD A. FEELY

Title: PRESIDENT / OWNER

Exhibit 1

<b>Mark</b>	<b><u>Registration No.</u></b>
RHEMA MEDICAL ASSOCIATES	1,321,402
Miscellaneous Design	1,321,403