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FORM PTO-486
Expires 08/30/99
OMB 0651-0027

03-08-2000



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2.7.00 OPR/FINANCE

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TQ: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID # _____
- Correction of PTO Error
Reel # _____ Frame # _____
- Corrective Document
Reel # _____ Frame # _____

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
Effective Date
Month Day Year
09/01/94
- Merger
- Change of Name
- Other _____

Conveying Party

Mark if additional names of conveying parties attached

Name **Adcare Health Systems, Inc.** Execution Date
Month Day Year
09/01/94

Formerly _____

- Individual General Partnership Limited Partnership Corporation Association
- Other _____
- Citizenship/State of Incorporation/Organization **Ohio**

Receiving Party

Mark if additional names of receiving parties attached

Name **Project Market Decisions, Inc.**

DBA/AK/A/T/A _____

Composed of _____

Address (line 1) **635 West Seventh Street, Suite 305**

Address (line 2) _____

Address (line 3) **Cincinnati** **Ohio** **45203**
City State/Country Zip Code

- Individual General Partnership Limited Partnership Corporation Association
- Other _____
- Citizenship/State of Incorporation/Organization **Nevada**

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from Assignment)

40.00 OP
50.00 OP

FOR OFFICE USE ONLY

03/08/2000 DNGUYEN 00000077 1818809

01 FC:481
02 FC:482

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Mail documents to be recorded with required cover sheet(s) information to the Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

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NO. 9879 P. 14

FORM PTO-168B
Expires 06/30/99
OMB 0651-0027

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U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

Number of Properties Enter the total number of properties involved.

#

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment: Enclosed Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees: Yes No

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. Charges to deposit account are authorized, as indicated herein.

Steven Freiberg, CEO
Name of Person Signing


Signature

February 4, 2000
Date Signed

ASSIGNMENT OF PMD TRADEMARKS AND
SERVICE MARKS

THIS ASSIGNMENT OF PMD TRADEMARKS AND SERVICE MARKS (the "Assignment") is made and entered into this 15th day of September, 1994, by and between AdCare Health Systems, Inc., an Ohio corporation (the "Assignor") and Project Market Decisions, Inc., a Nevada corporation, as assignee of Michael J. Starke (the "Assignee").

BACKGROUND INFORMATION

A. Project Market Decisions ("PMD") is a division of the Assignor and the Assignor is the owner of certain trademarks and service marks, as listed and delineated on Exhibit A attached hereto and made a part hereof (the "PMD Marks").

B. Assignor has agreed to assign the PMD Marks to Assignee, and Assignee has agreed to assume Assignor's obligations thereunder, pursuant to the terms and conditions of this Assignment.

PROVISIONS

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants set forth herein, the parties hereto agree as follows:

1. Assignment. Effective as of 12:01 a.m. on the 1st day of September, 1994 (the "Closing Date"), Assignor hereby assigns, transfers, and grants to Assignee all of Assignor's right, title and interest in and to the PMD Marks and all goodwill related to the PMD Marks.

2. Acceptance and Assumption. Assignee hereby accepts the assignment of the PMD Marks pursuant to the terms hereof and agrees to be bound by all of the terms, covenants and conditions contained herein.

3. Indemnification. From and after the Closing Date, Assignee shall indemnify and hold Assignor harmless from and against any and all claims, damages, costs, liabilities, and expenses of any nature whatsoever (including reasonable attorneys' fees, expenses and costs incurred in litigation or settlement) which may be imposed or asserted against Assignor by reason of Assignee's use of the PMD Marks after the Closing Date.

4. Successors. This Assignment shall be binding on and shall inure to the benefit of the parties hereto, their respective successors, personal representatives, and assigns.

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed and made effective as of the day and year first set forth above by their duly authorized representatives.

ASSIGNOR:

ADCARE HEALTH SYSTEMS, INC.,
an Ohio corporation

By: *Gary A. Sade*

Its: *President*

ASSIGNEE:

PROJECT MARKET DECISIONS, INC.,
a Nevada corporation

By: *Michael J. Skote*

Its: *President*

Exhibits:

Exhibit A - Trademarks and Service Marks

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TRADEMARK
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EXHIBIT A

SCHEDULE OF TRADEMARKS AND SERVICE MARKS

Federal Trademark: SMART - No. 1818803

Federal Trademark: PROJECT MARKET DECISIONS - No. 1818802

Federal Trademark: Design - No. 1819760

Federal Servicemark: PROJECT MARKET DECISIONS - No. 1828523

Federal Servicemark: Design - No. 1829570

Federal Servicemark: TURNING MARKET DATA INTO MANAGEMENT
DECISIONS - No. 1828522

Jew
9/24/94
LHS
10/6/94