

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cliff Petrovsky		11/15/2004	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Name Rite, L.L.C.		
Street Address:	31797 Highway 79 South		
City:	Temecula		
State/Country:	CALIFORNIA		
Postal Code:	92592		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1427920	RITE CARE	
CORRESPONDENCE DATA			
Fax Number:	(202)739-3001		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	202.739.3000		
Email:	trademarks@morganlewis.com		
Correspondent Name:	Morgan, Lewis & Bockius LLP		
Address Line 1:	1111 Pennsylvania Avenue, NW		
Address Line 2:	ATTN: TMSU		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20004		
ATTORNEY DOCKET NUMBER:	042648-0008-0361		
NAME OF SUBMITTER:	Jake D. Feldman		
Total Attachments: 1 source=RITE CARE Assignment to Name Rite#page1.tif			

CH \$40.00 1427920

TRADEMARK ASSIGNMENT

This Trade/Service Mark Assignment ("Assignment") is made on this 15th day of November, 2004, by Cliff Petrovsky, an individual with a business address at 300 E. Willis Street, Suite E, Prescott, Arizona 86301 (hereinafter "Assignor"), in favor of Name Rite, L.L.C., having a principal business address at 31797 Highway 79 South, Temecula, California 92592 (hereinafter "Assignee").

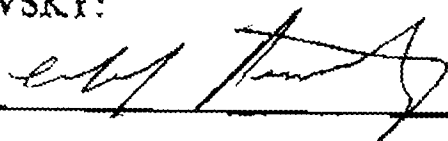
WHEREAS, Assignor wishes to assign to Assignee all of its right, title and interest in and to the trade/service mark RITE CARE (the "Mark"), including the U.S. service mark Registration Number 1,427,920, and any common law rights therein, together with the goodwill of the business symbolized thereby; and

WHEREAS, Assignee is desirous of acquiring all of Assignor's rights in and to the Mark.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee, free and clear from all known claims, liens and encumbrances, its entire right, title, interest in and to the Mark and the registration therefor, and the goodwill of the business associated with the Mark, the same to be held and enjoyed by Assignee, its successors, assigns and other legal representatives. All rights and privileges, including the right to sue for and receive all damages from past infringements of the Mark, will be held and enjoyed by the Assignee, its successors, assigns and other legal representatives. Assignor agrees that it will not seek to register the Mark, or any confusingly similar variation thereof, will not challenge Assignee's rights to the Mark, and will execute such documentation as may be necessary in the future to effectuate this Assignment or any future assignment of the Mark from Assignee to a third party.

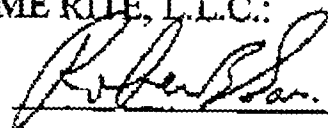
CLIFF PETROVSKY:

Signed: _____



NAME RITE, L.L.C.:

By: _____



Name: Robert B. Sari

Title: Authorized Representative