# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the name of the Assignee from San Diego Golf Academy, Inc. to San Diego Golf Academy in the Assignment previously recorded on Reel 003284 Frame 0131. Assignor(s) hereby confirms the assignment of all Assignor's right, title, and interest in and to the Marks and the goodwill associated therewith.

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Arroyo, LLC		103/13/2006	LIMITED LIABILITY COMPANY: ARIZONA

#### **RECEIVING PARTY DATA**

Name:	San Diego Golf Academy	
Street Address:	7373 N. Scottsdale Road	
Internal Address:	Suite B-100	
City:	Scottsdale	
State/Country:	ARIZONA	
Postal Code:	85253	
Entity Type:	CORPORATION: CALIFORNIA	

## PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2467351	GOLFUTURES

### **CORRESPONDENCE DATA**

900047730

Fax Number: (312)660-0471

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

312-861-6371 Phone:

Email: rprescan@kirkland.com

Correspondent Name: Renee Prescan

200 E. Randolph Drive Address Line 1: Address Line 2: Kirkland & Ellis LLP

Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER: 42112-1 RMP

TRADEMARK

**REEL: 003298 FRAME: 0723** 

NAME OF SUBMITTER:	Renee M. Prescan
Signature:	/Renee M. Prescan/
Date:	04/27/2006
Total Attachments: 10 source=SanDiego Golf_Corrective Assignm	ent#page2.tif ent#page3.tif ent#page4.tif ent#page5.tif ent#page5.tif ent#page6.tif ent#page7.tif ent#page8.tif

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TRADEMARK REEL: 003298 FRAME: 0724

### 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	The second secon
			0214210008	LIMITED LIABILITY
Н	Arroyo, LLC		03/13/2006	COMPANY: ARIZONA

#### **RECEIVING PARTY DATA**

Name:	San Diego Goif Academy, Inc.		
Street Address:	7373 N. Scottsdale Road		
Internal Address:	Suite B-100		
City:	Scottsdale		
State/Country:	ARIZONA		
Postal Code:	85253		
Entity Type:	CORPORATION: CALIFORNIA		

#### PROPERTY NUMBERS Total: 1

Property Type	Number	
	2467351	GOLFUTURES

#### **CORRESPONDENCE DATA**

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(312)660-0471

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Phone:

312-861-6371

Email:

rprescan@kirkland.com

Correspondent Name:

Renee Prescan

Address Line 1: Address Line 2:

200 E. Randolph Drive Kirkland & Ellis LLP

Address Line 4:

Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	42112-1 RMP
NAME OF SUBMITTER:	Renee M. Prescan
Signature	/Renee M. Prescan/

900046052

REEL: 003284 FRAME: 0131 TRADEMARK

REEL: 003298 FRAME: 0725

TRADEMARK

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Date:	04/06/2006
Total Attachments: 4 source=Arroyo TM Assgmt#page1.tif source=Arroyo TM Assgmt#page2.tif	
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TRADEMARK
REEL: 003284 FRAME: 0132
TRADEMARK

**REEL: 003298 FRAME: 0726** 

#### <u>ASSIGNMENT</u>

This ASSIGNMENT (this "<u>Assignment</u>") is effective as of the 13th day of March, 2006, by and between ARROYO, LLC, an Arizona limited liability company ("<u>Assignor</u>"), and SAN DIEGO GOLF ACADEMY, a California corporation ("<u>Assignee</u>").

WHEREAS, Assignor is the owner of certain intellectual property rights, including, without limitation, the registered service mark and registered trade name set forth Exhibit A, which are used in the operation of Assignee's business (the "Marks"); and

WHEREAS, Medical Career Center, Inc., a Florida corporation ("Buyer") and Peter A. Powell and Dana K. Powell (collectively, the "Sellers") have entered into that certain Purchase Agreement dated as of February 3, 2006 (the ("Purchase Agreement"), pursuant to which Buyer will acquire all of the issued and outstanding shares of capital stock of Assignee from Sellers (the "Transaction"); and

WHEREAS, in connection with the Transaction, Assignor wishes to assign to Assignee, and Assignee wishes to accept, any and all rights of Assignor in and to the Marks.

NOW, THEREFORE, in consideration of the Transaction and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. <u>Assignment</u>. Assignor hereby assigns to Assignee all of Assignor's right, title, and interest in and to the Marks, the registrations therefor, and the goodwill associated therewith.
- 2. <u>Rights and Privileges</u>. All rights and privileges, including the right to sue for and receive all damages from past infringements of the Marks, will be held and enjoyed by the Assignee and its successors and assigns.
- 3. <u>Further Assurances.</u> Assignor agrees to execute and deliver at a future date any and all further acts, conveyances, transfers, assignments, instruments and assurances as the Assignee reasonably determines are required to perfect the Assignee's ownership of or title to the Marks and the registrations therefor or to evidence the full and effective implementation and consummation of the assignment of such Marks and the registrations therefor.
- 4. <u>Authorization</u>. Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any other official throughout the world whose duty is to register and record ownership in trademark registrations and applications for registration of trademarks, to record Assignee as the assignee and owner of any and all of Assignor's rights in the Marks.
- 5. <u>Miscellaneous</u>. This instrument and the rights of the parties under it shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of laws doctrines. This Assignment is subject to and controlled by the terms of the Purchase Agreement. This Assignment may be executed in counterparts that together shall

TRADEMARK REEL: 003298 FRAME: 0727 constitute one and the same instrument. This Assignment shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

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IN WITNESS WHEREOF, the parties have duly executed this Assignment as of the date first written above.

ARROYO, LLC

Name: Dana K Powell

SAN DIEGO GOAF ACADEMY

## Exhibit A

## Service Marks

<u>Mark</u>	U.S. Reg. No.
GOLFUTURES	2,467,351

# **Trade Names**

Name	State	Reg. No.
GOLFUTURES	Arizona	233534

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**RECORDED: 04/27/2006**