

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Physicians Home Management, Inc.		04/24/2006	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Home Physicians Management, LLC		
<b>Street Address:</b>	1735 North Ashland		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60061		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1973058	HOME PHYSICIANS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)269-1747		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	312-269-8000		
<b>Email:</b>	ipdocket@ngelaw.com		
<b>Correspondent Name:</b>	Neal, Gerber & Eisenberg LLP		
<b>Address Line 1:</b>	2 North LaSalle Street, Suite 2200		
<b>Address Line 2:</b>	IP Docketing		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60602		
<b>ATTORNEY DOCKET NUMBER:</b>	018310.0001 - 1973058		
<b>NAME OF SUBMITTER:</b>	Elizabeth A. Kostiuk		
<b>Signature:</b>	/Elizabeth A. Kostiuk/		

CH \$40.00 1973058

Date:

05/02/2006


**Total Attachments: 2**

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## ASSIGNMENT OF REGISTERED SERVICE MARK

**WHEREAS**, Physicians Home Management, Inc., a Delaware corporation, located at 1735 North Ashland, Chicago, Illinois 60061 ("PHM"), has adopted, is using and is the owner of certain trademark rights, including the following service mark and goodwill related to PHM's business associated therewith, and further including the following Registration thereof:

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
	1973058	6/22/1995

(hereinafter, the "Mark");

**WHEREAS**, PHM and Home Physicians Management, LLC, a Delaware Limited Liability Company, located at 1735 North Ashland, Chicago, Illinois 60061 (the "Company"), have entered into a Contribution Agreement, pursuant to which the Company has acquired, among various other of PHM's assets, the Mark, together with the goodwill associated with the Mark, as well as all past, present and future damages resulting from any infringement thereof;

**WHEREAS**, PHM desires to enter into this Assignment assigning all of PHM's right, title and interest in the Mark, together with the goodwill associated with the Mark, the registration therefor, and any and all future registrations that may depend therefrom or relate thereto, as well as all past, present and future damages resulting from any infringement thereof;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the parties, PHM does hereby assign, transfer and convey unto the Company, its successors, assigns, and legal representatives all of PHM's right, title, and interest in and to the Mark, together with the goodwill of PHM's business symbolized by the Mark, any registrations, along with any registrations that may depend therefrom or relate thereto, any common law trademarks owned by PHM, including the right to obtain registrations related thereto in the name of the Company, and all right to sue and recover and retain damages for any current, past or future infringement thereupon.

PHM hereby agrees that the Company shall have the right to record this instrument of assignment in the United States Trademark Office so as to establish Company as owner of record of the Mark in the United States.

PHM further agrees, at the request of the Company and without charge or cost to the Company (other than reimbursement of out-of-pocket expenses which are reasonably incurred), to: (i) execute and have executed any and all other documents of any kind whatsoever, and to provide any information that is in PHM's possession or under its control that may be reasonably required to carry out the terms and intent of this Assignment; and (ii) fully cooperate with the Company, as reasonably required, to enable the Company to duly record this instrument of assignment with the United States Patent and Trademark Office so that the Company's ownership of the Mark is duly made of record in the United States.

**IN WITNESS WHEREOF**, the undersigned has caused this Assignment to be executed by its duly authorized officer effective as of the 2<sup>nd</sup> day of April, 2006.

**PHYSICIANS HOME MANAGEMENT,  
INC.**

By: Scott Schneider

Name: Scott Schneider

Title: President

NGEDOCs: 1275713.2