

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
CareWorks of Ohio, Ltd.		01/16/2007	LIMITED LIABILITY COMPANY: OHIO
RECEIVING PARTY DATA			
Name:	CareWorks, Ltd.		
Street Address:	5555 Glendon Court		
City:	Dublin		
State/Country:	OHIO		
Postal Code:	43016		
Entity Type:	LIMITED LIABILITY COMPANY: OHIO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2429791	VOCWORKS	
CORRESPONDENCE DATA			
Fax Number:	(614)228-4423		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	pmc@cwpll.com		
Correspondent Name:	Perry M. Chappano		
Address Line 1:	8 E. Long Street, 9th Floor		
Address Line 4:	Columbus, OHIO 43215		
ATTORNEY DOCKET NUMBER:	0340/001		
NAME OF SUBMITTER:	Perry M. Chappano		
Signature:	/pmc/		
Date:	03/23/2007		

OP \$40.00 2429791

Total Attachments: 2

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ASSIGNMENT OF SERVICE MARK

AGREEMENT made as of the 16th day of JANUARY, 2007 by and between CareWorks of Ohio, Ltd., 5555 Glendon Court, Dublin, Ohio 43016 ("Assignor"), and CareWorks, Ltd., 5555 Glendon Court, Dublin, Ohio 43016 ("Assignee").

RECITALS:

WHEREAS the Assignor has agreed to assign to the Assignee the trademark VOCWORKS and all registrations thereof, including but not limited to the federal Registration thereof on the Principal Register of the U.S. Patent and Trademark Office, Registration Number 2429,791;

WHEREAS the Assignor has adopted and is using the Service Mark and its Registration collectively ("Service Mark");

WHEREAS for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged;

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, and for good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the parties hereby agree as follows:

SECTION 1. ASSIGNMENT

The Assignor hereby assigns to the Assignee all of the Assignor's right, title, and interest in and to the Service Mark, including the above-identified Registration of the Service Mark, any and all state or foreign registrations of the mark, and all goodwill associated with the Service Mark. This assignment is made by the Assignor to the Assignee free from any notice or claim asserted or threatened by any third party due to the infringement of any trade name, trademark, service mark, copyright, or license of any person or organization. The Assignee hereby accepts this assignment.

SECTION 2. EFFECT OF ASSIGNMENT

This assignment is intended to be and is an absolute sale and assignment of all right, title, and interest of the Assignor in and to the Service Mark. This assignment is not executed as security in any respect. From and after the date of this assignment, the Assignee shall be the sole and lawful owner of the interest of the Assignor in and to the Service Mark and shall have all rights of the Assignor in relation to the Service Mark.

SECTION 3. WARRANTY OF TITLE AND RIGHT TO CONVEY

The Assignor represents and warrants that the Assignor is the sole and absolute owner of the Service Mark, and the Assignor has good and valid right to sell and convey the Service Mark to the Assignee.

SECTION 4. FUTURE ASSURANCES

The Assignor shall, upon the request of the Assignee, execute and deliver such additional documents as may be necessary or convenient for the purpose of evidencing or perfecting any rights or interests arising under this Assignment.

ASSIGNOR

CAREWORKS OF OHIO, LTD.

By: *Lisle J. Smith*
Lisle J. Smith, Chief Financial Officer

On this 16 day of January, 2007, personally appeared Lisle J. Smith, Chief Financial Officer of the Assignor above named, and acknowledged that he executed the foregoing Assignment.

Brita Reitz
Notary Public *Brita Reitz*

My commission expires: 3-19-07

ASSIGNEE

CAREWORKS LTD.

By: *Lisle J. Smith*
Its: CFO

On this 16 day of January, 2007, personally appeared Lisle Smith CFO of the Assignee above named, and acknowledged that he executed the foregoing Assignment.

Brita Reitz
Notary Public *Brita Reitz*

My commission expires: 3-19-07

County of Franklin
State of OHIO