

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Healthcare Management Partners, LLC		04/09/2007	LIMITED LIABILITY COMPANY: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Zotec Partners, LLC		
Street Address:	11460 North Meridian		
City:	Carmel		
State/Country:	INDIANA		
Postal Code:	46032		
Entity Type:	LIMITED LIABILITY COMPANY: INDIANA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2472938	HMP HEALTHCARE MANAGEMENT PARTNERS, LLC	
CORRESPONDENCE DATA			
Fax Number:	(317)713-3699		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	317-713-3451		
Email:	efstrademarks@sommerbarnard.com		
Correspondent Name:	Amy A. Rollins		
Address Line 1:	Sommer Barnard PC		
Address Line 2:	One Indiana Square, Suite 3500		
Address Line 4:	Indianapolis, INDIANA 46204		
ATTORNEY DOCKET NUMBER:	10610-8023		
NAME OF SUBMITTER:	Karen L. DeHaan		
Signature:	/Karen L. DeHaan/		

CH \$40.00 2472938

Date:

06/04/2007

Total Attachments: 4

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("Assignment") is made as of this 9th day of April 2007, by Healthcare Management Partners, LLC, a limited liability company duly organized and existing under laws of the State of California, United States of America ("Assignor"), to Zotec Partners, LLC, a liability company duly organized and existing under the laws of the State of Indiana, United States of America ("Assignee").

WITNESSETH

WHEREAS, Assignor and Assignee are parties to a Contribution Agreement dated as of the 9th day of April 2007 (the "Agreement"), pursuant to which Assignor has agreed to transfer to Assignee and Assignee has agreed to accept from Assignor certain assets, including, without limitation, certain intellectual property assets;

WHEREAS, pursuant to the Agreement, Assignor has agreed to execute such instrument as Assignee may reasonably request in order to more effectively assign, transfer, grant, convey, assure and confirm to Assignee and its successors and assigns, all right, title and interest of Assignor in, to an under the intellectual property assets; and

WHEREAS, in accordance therewith, Assignor desires to assign to Assignee all of Assignor's worldwide right, title and interest in, to and under all of Assignor's intellectual property including, without limitation, all of Assignor's common law and registered trademarks, including, but not limited to, those set forth on Exhibit A attached hereto (collectively, the "Marks") and the goodwill of Assignor's businesses which is associated with the Marks and which is symbolized thereby.

NOW, THEREFORE, Assignor, for and in exchange for the consideration set forth in the Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby assign, transfer, grant and convey to Assignee, free and clear of all pledges, security interests, liens, charges, encumbrances, equities, claims, option or limitation of every kind, except for certain liens expressly identified in the Agreement, all of Assignor's worldwide right, title and interests in, to and under the Marks, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement thereof, whether arising on, prior to or subsequent to the date of this Assignment, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States and in any other jurisdiction, the same to be held and enjoyed by Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by Assignor had the Assignment not been made.

Assignor agrees to execute, acknowledge and deliver to Assignee, at Assignee's request, any and all further documents, papers, affidavits, statements and/or other instruments, whether or not in paper or electronic form, to confirm Assignee's ownership of all rights pursuant to this Assignment.

All initially capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Agreement.

This Assignment shall be binding upon the successors and assigns of Assignor and inure to the benefit of the successors and assigns of Assignee.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment shall be governed by and construed in accordance with the laws of the State of Indiana without giving effect to the principles of conflicts of laws thereof.

[Signature Page Follows]

[Signature Page to Trademark Assignment]

IN WITNESS WHEREOF, Assignor has caused its duly authorized officer to execute this Assignment as of the date first above written.

ASSIGNOR

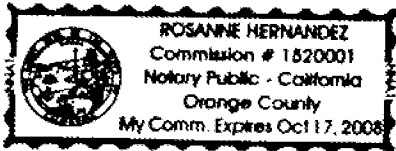
By: Claudia Dwyer
Claudia Dwyer, Chief Executive Officer

STATE OF CALIFORNIA)

COUNTY OF Orange)

Before me, a Notary Public, in and for said County and State, personally appeared Claudia Dwyer known to me to be the Chief Executive Officer of Healthcare Management Partners, LLC, who acknowledged the execution of the foregoing Trademark Assignment for and on behalf of said company.

WITNESS my hand and Notarial Seal this 9 day of April, 2007.



Rosanne Hernandez
Notary Public-Signature

Rosanne Hernandez
Printed Name

Orange
County of Residence

My Commission Expires: Oct. 17, 2008

EXHIBIT A

<u>MARK</u>	<u>Reg. Ser. No.</u>	<u>Reg. Date</u>
HMP HEALTHCARE MANAGEMENT PARTNERS, LLC & Design	2,472,938	July 31, 2001

