## 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            |
|-------------------------------|----------|----------------|------------------------|
| Home Quality Management, Inc. |          | 11/01/2007     | CORPORATION: TENNESSEE |

#### **RECEIVING PARTY DATA**

| Name:           | Signature HealthCARE, LLC           |  |
|-----------------|-------------------------------------|--|
| Street Address: | 2979 PGA Blvd.                      |  |
| City:           | Palm Beach Gardens                  |  |
| State/Country:  | FLORIDA                             |  |
| Postal Code:    | 33410                               |  |
| Entity Type:    | LIMITED LIABILITY COMPANY: DELAWARE |  |

#### PROPERTY NUMBERS Total: 1

| Property Type        | Number  | Word Mark         |
|----------------------|---------|-------------------|
| Registration Number: | 3167135 | HALL OF FAME CAFE |

### **CORRESPONDENCE DATA**

Fax Number: (561)627-4948

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

561-627-0664X206 Phone:

Email: sadams@signaturehealthcarellc.com

Correspondent Name: Sandra Adams 2979 PGA Blvd. Address Line 1:

Palm Beach Gardens, FLORIDA 33410 Address Line 4:

| NAME OF SUBMITTER: | Sandra Adams    |
|--------------------|-----------------|
| Signature:         | /SandraAdamsVP/ |
| Date:              | 06/06/2008      |

Total Attachments: 3

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TRADEMARK

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#### ASSIGNMENT OF SERVICE MARK

THIS ASSIGNMENT OF SERVICE MARK ("Assignment") is made as of 15 day of November, 2007, by Home Quality Management, Inc., a Tennessee corporation ("Assignor"), in favor of Signature Healthcare, LLC, a Delaware limited liability company ("Assignee").

#### RECITALS:

- A. Assignee and Assignor are parties to an Asset Purchase Agreement dated July 10, 2007 (the "Purchase Agreement"), pursuant to which Assignor has agreed to sell to Assignee, and Assignee has agreed to buy from Assignor, certain assets used in the Business.
- **B**. Under the Purchase Agreement, Assignor has agreed to execute such instruments as the Assignee may reasonably request in order to more effectively assign, transfer, grant, convey, assure and confirm to Assignee and its successors and assigns, or to aid and assist in the collection of or reducing to possession by the Assignee of, all of such assets.
- C. In accordance therewith, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under Assignor's registered Service Mark more specifically described on Exhibit A to this Assignment (the "Service Mark").

#### AGREEMENT:

**NOW, THEREFORE,** for good and valuable consideration, the receipt of which is hereby acknowledged:

- 1. ASSIGNMENT. Assignor transfers and assigns to Assignee all of Assignor's worldwide right, title and interest in, to and under the Service Mark, together with the goodwill of the business associated with, and which is symbolized by, the Service Mark, all rights to sue for infringement of the Service Mark, whether arising prior to or subsequent to the date of this Assignment, and any and all renewals and extensions of the Service Mark that may 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 of this Assignment as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.
- 2. FURTHER ASSURANCES. Assignor covenants and agrees that it will from time to time, at the request of Assignee and without further consideration, take such additional actions and duly execute and deliver to Assignee and its successors such additional instruments and documents, as may be reasonably required in order to assign, transfer, vest title to the Service Mark in or to Assignee and its successors and assigns.
- 3. **NO MODIFICATION TO PURCHASE AGREEMENT.** This Assignment is delivered pursuant to the Purchase Agreement and is subject in all respects to the provisions of the Purchaser Agreement and is not meant to alter, enlarge, limit, or otherwise modify the provisions of the Purchase Agreement.

TRADEMARK
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IN WITNESS WHEREOF, the Assignor has caused this Assignment to be executed on its behalf, as of the date first written above.

| HOME QUALITY MANAGEMENT, INC.,   |
|--|
| By Paul M. Walczak, Chief Executive Officer  |
| STATE OF Florida )   |
| COUNTY OF Palm Brach )   |
| On the day of, 2007, before me, the undersigned, personally appeared Paul M. Walczak, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged to be the Chief Executive Officer of Home Quality Management, Inc., and that as such executed the foregoing instrument for the purpose therein contained |
| My Commission Expires: 130 89  |

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**TRADEMARK REEL: 003791 FRAME: 0394** 

# EXHIBIT A SERVICE MARK

Mark:

Hall of Fame Cafe

Owner:

Home Quality Management, Inc.

Registration Number:

3,167,135

Registration Date:

November 7, 2006

TRADEMARK REEL: 003791 FRAME: 0395

**RECORDED: 06/06/2008**