

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	LICENSE		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
Acme Health Services, Inc.		06/19/2008	CORPORATION: OHIO
<b>RECEIVING PARTY DATA</b>			
Name:	Academy Health Services, Inc.		
Street Address:	2621 Wilmington Pike		
City:	Dayton		
State/Country:	OHIO		
Postal Code:	45419		
Entity Type:	CORPORATION: OHIO		
<b>PROPERTY NUMBERS Total: 1</b>			
Property Type	Number	Word Mark	
Registration Number:	2685690	A	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(513)229-0683		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	513-229-0383		
Email:	rjr@hn-iplaw.com		
Correspondent Name:	Ronald J. Richter		
Address Line 1:	8837 Chapel Square Drive, Suite C		
Address Line 4:	Cincinnati, OHIO 45249		
ATTORNEY DOCKET NUMBER:	AHS-001TM		
NAME OF SUBMITTER:	Ronald J. Richter		
Signature:	/Ronald J. Richter/		
Date:	06/23/2008		

OP \$40.00 2685690

Total Attachments: 4

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**TRADEMARK  
LICENSE AGREEMENT**

THIS TRADEMARK LICENSE AGREEMENT ("Agreement") is made and entered into effective as of June 19, 2008 (the "Effective Date") by and between Acme Health Services, Inc., an Indiana corporation ("Licensor"), and Academy Health Services, Inc., an Ohio corporation ("Licensee").

WHEREAS, Licensor has adopted, has registered with the United States Patent and Trademark Office (Registration No. 2685690), and is using the stylized 'A' trademark ("the Trademark") in connection with Licensor's business relating to nursing care and temporary employment in nursing care for hospitals, nursing homes, clinics and private homes; and

WHEREAS, Licensee desires to use the Trademark in connection with Licensee's business relating to nursing care and temporary employment in nursing care for hospitals, nursing homes, clinics and private homes; and

WHEREAS, Licensor, subject to the terms and conditions set forth in this Agreement, is willing to permit Licensee to use the Trademark in connection with Licensee's business for the mutual benefit of Licensor and Licensee.

NOW, THEREFORE, in consideration of the above premises, the mutual covenants set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

**Section 1  
LICENSE**

- 1.1 Scope of License. Subject to the terms and conditions set forth in this Agreement, Licensor grants to Licensee a non-exclusive, non-transferable, royalty-free license to use the Trademark in connection with Licensee's business. Licensee shall make no other use of the Trademark.
- 1.2 Non-Assignment. Licensee acknowledges and agrees that the rights granted to Licensee by and obtained by Licensee as a result of or in connection with this Agreement are license rights only, and nothing contained in this Agreement constitutes or shall be construed to be an assignment of any or all of Licensor's rights in the Trademark.

**Section 2**  
**LICENSOR'S CONTROL**

In order to protect and preserve Licensor's rights in the Trademark, Licensee understands, acknowledges, and agrees that any subsequent alteration, modification, or change in Licensee's use of the Trademark must be reviewed and approved by Licensor prior to implementation of such alteration, modification, or change.

**Section 3**  
**USE OF THE TRADEMARK**

- 3.1 Proper Notice and Acknowledgment. Both parties may display the Trademark by incorporating in an appropriate manner an "R" enclosed by a circle (®) or the phrase "Reg. U.S. Pat. & Tm Off."
- 3.2 Impairment of Licensor's Rights. Licensee shall not at any time, whether during or after the term of this Agreement, do or cause to be done any act or thing challenging, contesting, impairing, invalidating, or tending to impair or invalidate any of Licensor's rights in the Trademark or any registrations derived from such rights.
- 3.3 Licensor's Rights and Remedies. Licensee acknowledges and agrees that Licensor has, shall retain, and may exercise, both during the term of this Agreement and thereafter, all rights and remedies available to Licensor, whether derived from this Agreement, from statute, or otherwise, as a result of or in connection with Licensee's breach of this Agreement, misuse of the Trademark, or any other use of the Trademark by Licensee which is not expressly permitted by this Agreement.

**Section 4**  
**TERM AND TERMINATION**

- 4.1 Term. The term of this Agreement shall be from the Effective Date until perpetuity; provided, however, that either party may terminate this Agreement, with or without cause, by delivering written notice of termination to the other party, and, unless a later date is specified in such notice, termination shall be effective ninety (90) days after the date such notice is given.
- 4.2 Effect of Termination. All rights granted by this Agreement, including, without limitation, Licensee's right to use the Trademark, shall expire upon termination of this Agreement, and upon termination Licensee shall immediately cease and desist from all further use of the Trademark.

**Section 5  
MISCELLANEOUS**

- 5.1 **Assignment.** Licensee shall not assign, sublicense, transfer, or otherwise convey Licensee's rights or obligations under this Agreement without Licensor's prior written consent. Licensee shall indemnify and hold harmless Licensor against all liability, costs, and expenses, including but not limited to a reasonable attorneys' fee, arising out of or in connection with claims relating to an attempted assignment, sublicense, transfer, or other conveyance of Licensee's rights and obligations.
- 5.2 **Applicable Law.** This Agreement shall be interpreted, construed, and enforced pursuant to, and in accordance with, the laws of the State of OHIO.
- 5.3 **Entire Agreement.** This Agreement supersedes all previous agreements, understandings, and arrangements between the parties, whether oral or written, and constitutes the entire agreement between the parties.
- 5.4 **Amendments.** This Agreement may not be modified, amended, altered, or supplemented except by an agreement in writing executed by the parties hereto.
- 5.5 **Waivers.** The waiver by either party of a breach or other violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision of this Agreement.
- 5.6 **Notice.** Unless otherwise provided herein, any notice, demand, or communication required, permitted, or desired to be given hereunder shall be in writing and shall be delivered by hand, by telx or telecopy, by facsimile, or by registered or prepaid certified mail through the United States postal service, return receipt requested, addressed as follows:

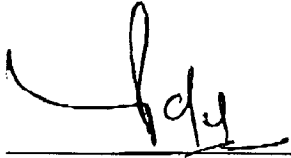
Attn: Vijay P. Patel  
Acme Health Services, Inc.  
6302 N. Rucker Road  
Indianapolis, IN 462204853

Attn: Jagdish P. Patel  
Academy Health Services, Inc.  
2621 Wilimington Pike  
Dayton, OH 454192454

or to such other address, and to the attention of such other persons or officers as either party may designate by written notice.

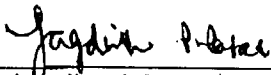
- 5.7 **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original, but all of which together shall constitute one and the same Agreement.
- 5.8 **Articles and Other Headings.** The articles and other headings contained in this Agreement are for reference purposes only, and shall not affect in any way the meaning or interpretation of the terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first set forth above.



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Vijay P. Patel, President  
Acme Health Services, Inc.  
6302 N. Rucker Road  
Indianapolis, IN 462204853



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Jagdish P. Patel, President  
Academy Health Services, Inc.  
2621 Wilimington Pike  
Dayton, OH 454192454