

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	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>
David M. Alameel		06/17/2009	INDIVIDUAL:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JDC Healthcare Management, LLC		
<b>Street Address:</b>	3010 LBJ Freeway, Suite 200		
<b>City:</b>	Dallas		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75234		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: TEXAS		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	78761425	JEFFERSON DENTAL CLINICS	
<b>Serial Number:</b>	78761421	EL AMIGO DE LA FAMILIA HISPANA!	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(213)430-6407		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Email:</b>	gdurham@omm.com		
<b>Correspondent Name:</b>	Gina M. Durham, Esq.		
<b>Address Line 1:</b>	400 South Hope Street		
<b>Address Line 2:</b>	O'Melveny & Myers LLP		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90071		
<b>ATTORNEY DOCKET NUMBER:</b>	CM# 193,983-019		
<b>NAME OF SUBMITTER:</b>	Gina M. Durham		
<b>Signature:</b>	/Gina M. Durham/		
<b>Date:</b>	06/19/2009		

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**Total Attachments: 6**

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## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this “**Agreement**”) is made and entered into as of June 17, 2009, by and between David M. Alameel, a natural person and resident of the State of Texas (“**Assignor**”) and JDC Healthcare Management, LLC, a Texas limited liability company (“**Assignee**”).

WHEREAS, Assignor owns the trademarks set forth on Exhibit A hereto and the United States Patent and Trademark Office and other trademark office registration(s) and applications therefor (collectively, the “**Trademarks**”);

WHEREAS, Assignor may have adopted and used some or all of the trademarks, service marks and logos set forth on Exhibit B hereto (collectively, the “**Additional Marks**”);

WHEREAS, Assignor and Assignee have entered into that certain Securities Purchase Agreement (the “**Purchase Agreement**”), dated as of June 9, 2009, by and among JDC Healthcare, Inc., a Texas corporation to be converted to a Texas professional limited liability company and whose name will be changed to JDC Healthcare, PLLC, Litani DMA LLC, a Texas limited liability company, Assignee and Assignor, on the one hand, and JDC Acquisition, LLC, a Texas limited liability company, and Jefferson Management Holdings, LLC, a Delaware limited liability company (“**Buyer**”), on the other hand;

WHEREAS, as a material inducement to Buyer to enter into the Purchase Agreement, Assignor and Assignee have agreed to enter into this Agreement;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor and Assignee hereby agree as follows;

1. Assignment. Assignor is the record owner of the Trademarks. Assignor hereby transfers, assigns, conveys and delivers unto Assignee, and Assignee hereby accepts from Assignor, effective as the date hereof, all of Assignor’s right, title and interest in and to the Trademarks and the Additional Marks (collectively, the “**Marks**”), together with the goodwill of the business connected with and symbolized by such Marks, as well as all rights to damages or profits, due or accrued, arising out of any infringement of, or interference with, such Marks or injury to said goodwill and the right to sue for and recover the same in Assignee’s own name.

2. Representations and Warranties. Assignor hereby represents and warrants to Assignee that Assignor owns the Trademarks free and clear of all encumbrances and that Assignor has not sold, assigned or otherwise transferred any rights in or to the Marks to any other party.

3. Further Assurances. Assignor agrees to provide Assignee with such further reasonable assistance as may be necessary to more effectively convey to, and confirm Assignee’s title in, the Trademarks and Additional Marks, including but not limited to executing, delivering, and recording other instruments of transfer, conveyance, and assignment.

4. Governing Law; Venue. This Agreement will be governed by and construed in accordance with the law of State of New York without regard to the choice of law principles thereof. Assignor and Assignee hereby consent to the jurisdiction of any New York state or federal court located within the Borough of Manhattan of the City of New York and irrevocably agree that all actions or proceedings arising out of or relating to the this Agreement shall be litigated in such courts. Assignor and Assignee expressly submit and consent to the jurisdiction of the aforesaid courts and waive any defense of forum non conveniens.

5. Amendment. This Agreement may be amended only by an instrument in writing signed by both parties hereto.

6. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and all such counterparts when taken together shall constitute one and the same instrument. A facsimile signature page or PDF copy of a signature page shall be deemed an original.

7. Recordation. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks to record Assignee as the assignee and owner of the Trademarks.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

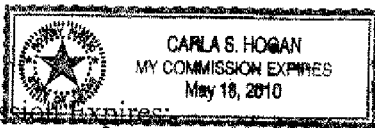
ASSIGNOR:

  
David M. Alameel

STATE OF TEXAS       §  
                                  §  
COUNTY OF DALLAS   §

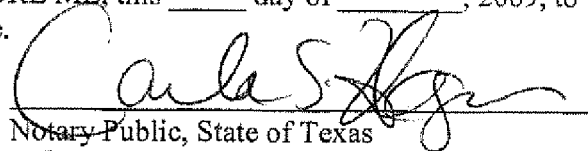
SWORN TO AND SUBSCRIBED BEFORE ME, this \_\_\_\_\_ day of \_\_\_\_\_, 2009, to certify which, witness my hand and seal of office.

[SEAL]



My Commission Expires:

May 18, 2010

  
Notary Public, State of Texas

Carla S. Hogan  
Printed Name of Notary Public

ASSIGNEE:

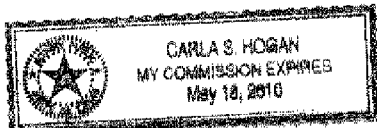
JDC Healthcare Management, LLC

By: [Signature]  
Name: David Pulling  
Title: Chief Financial Officer

STATE OF TEXAS       §  
                                  §  
COUNTY OF DALLAS   §

SWORN TO AND SUBSCRIBED BEFORE ME, this \_\_\_\_ day of \_\_\_\_\_, 2009, to certify which, witness my hand and seal of office.

[SEAL]



My Commission Expires:

May 18, 2010

[Signature]  
Notary Public, State of Texas

Carla S. Hogan  
Printed Name of Notary Public

**EXHIBIT A**

**Trademarks**

<b><u>United States Trademarks</u></b>	<b><u>Registration Number</u></b>
JEFFERSON DENTAL CLINICS	S/N 78761425
EL AMIGO DE LA FAMILIA HISPANA!	S/N 78761421

**EXHIBIT B**

**Additional Marks**

