

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
AVP, Inc.		06/01/2009	CORPORATION: KANSAS
RECEIVING PARTY DATA			
Name:	Avascend, LLC		
Street Address:	Suite 200, 1 Park Place		
City:	Annapolis		
State/Country:	MARYLAND		
Postal Code:	21402		
Entity Type:	LIMITED LIABILITY COMPANY: MARYLAND		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3521867	AVASCEND	
Registration Number:	3169345	AVP	
Serial Number:	77317664	AVASCEND HEALTHCARE HOSPITALITY	
Serial Number:	78313201	AMERICAN VALET PARKING	
CORRESPONDENCE DATA			
Fax Number:	(813)229-1660		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	813-229-7600		
Email:	mrichter@slk-law.com		
Correspondent Name:	Mindi M. Richter		
Address Line 1:	101 E. Kennedy Boulevard, Suite 2800		
Address Line 4:	Tampa, FLORIDA 33602		
NAME OF SUBMITTER:	Mindi M. Richter		
Signature:	/Mindi M. Richter/		

OP \$115.00 3521867

Date:

07/30/2009

Total Attachments: 5

source=AVPTM Assignment I#page1.tif

source=AVPTM Assignment I#page2.tif

source=AVPTM Assignment I#page3.tif

source=AVPTM Assignment I#page4.tif

source=AVPTM Assignment I#page5.tif

TRADEMARKS ASSIGNMENT

THIS TRADEMARKS ASSIGNMENT ("Assignment") is made as of the 1st day of June, 2009, by AVP, Inc., a Kansas corporation ("Assignor"), to Avascend, LLC, a Maryland limited liability company ("Assignee").

W I T N E S S E T H:

WHEREAS, the parties hereto have entered into an Asset Purchase Agreement (the "Purchase Agreement"), pursuant to which, among other things, Assignor agreed to transfer and assign all of its right, title and interest in the trademarks (the "Marks") set forth and described in Exhibit A to Assignee;

WHEREAS, Assignor agrees that any and all trademarks owned by it as of the date of this Agreement are set forth and described in Exhibit A, and to the extent any trademark(s) was inadvertently not set forth and described in Exhibit A, such trademark(s) are nevertheless also being transferred and assigned to Assignee as a result of this Agreement;

WHEREAS, Assignee desires to acquire the entire interest of Assignor in and to the Marks; and

WHEREAS, Assignor has agreed to sell, assign, and transfer to Assignee all right, title, and interest of Assignor in and to the Marks, including all derivatives thereof, all trademark and/or service mark applications therefor, and any registrations thereof, and all goodwill associated therewith.

NOW, THEREFORE, in consideration of the premises, a valuable sum in dollars, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, convey, assign, transfer, and deliver unto Assignee, absolutely and forever, all of its right, title, and interest, whether statutory or at common law, in and to the Marks throughout the world, together with the goodwill of the business symbolized by the Marks and all registrations and recordings of and pending applications relating to the Marks and all renewals thereof owned by Assignor, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof, or any foreign jurisdiction.

At any time and from time to time at the request of Assignee, Assignor shall execute and deliver to Assignee or other parties designated by Assignee any new, additional, or confirmatory instruments and any other documents and perform all acts that may be necessary or desirable to effect the conveyance contemplated by this Assignment, to enable Assignee to register this Assignment in each of the jurisdictions where the Marks have been registered, and otherwise to enable Assignee to realize upon or otherwise enjoy the benefit of the rights assigned to Assignee pursuant to this Assignment and to accomplish the intent and purpose of this Assignment.

ASSIGNOR MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, AS TO THE MARKS, EXCEPT AS SPECIFICALLY SET FORTH IN THE PURCHASE

AGREEMENT AND SUBJECT TO ANY LIMITATIONS, INCLUDING ALL LIMITATIONS ON REMEDIES, SET FORTH THEREIN.

This Assignment shall be binding upon and shall inure to the benefit of the heirs, personal representatives, successors, and assigns of the respective Assignor and Assignee. This Assignment shall be governed in its construction, interpretation, and performance by the laws of the United States of America.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK AND SIGNATURE PAGE
FOLLOWS]

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed by its duly authorized representative as of the date and year first above stated.

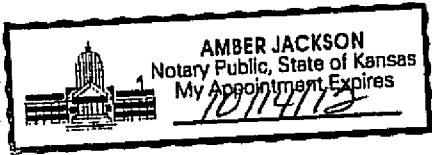
"ASSIGNOR"

AVP, INC.

By: *[Signature]*
Name: David L. Geenens
Title: President

STATE OF KANSAS
COUNTY OF Johnson

The foregoing instrument was acknowledged before me this 28 day of May 2009, by David L. Geenens, President of AVP, Inc. He is personally known to me or has produced license as identification.



Amber Jackson
NOTARY REPUBLIC
Name: Amber Jackson
My Commission Expires: 10/14/12
(notary seal)

[Signature page to Trademarks Assignment]

"ASSIGNEE"

AVASCEND, LLC

By: David Nichols
Name: DAVID NICHOLS
Title: SECRETARY

STATE OF MARYLAND
COUNTY OF Anne Arundel

The foregoing instrument was acknowledged before me this 29 day of May, 2009, by David Nichols Secretary of Avascend, LLC. He is personally known to me or has produced _____ as identification.

Cynthia A. Wetzel
NOTARY PUBLIC
Name: Cynthia A. Wetzel
My Commission Expires: March 1, 2011
(notary seal)

[Signature page to Trademarks Assignment]

CYNTHIA A. WETZEL
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires March 1, 2011

EXHIBIT A

Trademarks

<u>COUNTRY</u>	<u>MARK</u>	<u>APPLICABLE REGISTRATION/ APPLICATION NO.</u>	<u>REGISTRATION DATE</u>
United States	AVASCEND	3521867	10/21/08
United States	AVP	3169345	11/07/06
United States	AVASCEND HEALTHCARE HOSPITALITY	(Not available) Serial No. 77317664	(Date not available) 1/06/09 notice of allowance date
United States	AMERICAN VALET PARKING	(Not available) Serial No. 78313201	(Date not available) 8/25/05 abandonment date