

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
Third Millennium Healthcare Systems, Inc.		11/19/2009	CORPORATION: GEORGIA
RECEIVING PARTY DATA			
Name:	CareMedic Systems, Inc.		
Street Address:	800 Carillon Parkway		
Internal Address:	Suite 250		
City:	St. Petersburg		
State/Country:	FLORIDA		
Postal Code:	33716		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3320173	EFR	
CORRESPONDENCE DATA			
Fax Number:	(615)742-0410		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	615-742-7760		
Email:	trademarks@bassberry.com		
Correspondent Name:	Robert L. Brewer		
Address Line 1:	315 Deaderick Street		
Address Line 2:	Suite 2700		
Address Line 4:	Nashville, TENNESSEE 37238		
ATTORNEY DOCKET NUMBER:	113955-275		
NAME OF SUBMITTER:	Robert L. Brewer		
Signature:	/Robert L. Brewer/		

CH \$40.00 3320173

Date:

11/20/2009

Total Attachments: 3

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ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks is made as of November 19, 2009, between Third Millennium Healthcare Systems, Inc. ("Assignor") and CareMedic Systems, Inc. ("Assignee").

WHEREAS, Assignor is the owner of the registered trademarks listed on Exhibit A attached hereto and incorporated herein (the "Marks").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee and its successors and assigns, full and exclusive right, title and interest in and to the Trademark Rights that Assignor may now have or ever has had for any and all purposes, together with all goodwill of the business symbolized by the Marks. The foregoing assignment of the Marks includes, without limitation, (a) the right to further register the Marks in the United States and in any foreign country, (b) all right, title and interest in and to the Marks, (c) the exclusive right to sell, assign, lease, license, use or otherwise transfer or exploit the Marks, and (d) the right to enforce, sue for and collect damages by reason of any past, present or future infringement or misuse of any of the Marks.

Assignor agrees to execute and deliver to Assignee any and all instruments and documents that Assignee may reasonably consider necessary or convenient, and to provide all assistance reasonably requested by Assignee, to evidence, maintain, effect or enforce this Assignment as well as Assignee's right, title and interest in and to the Marks, and to effect the assignment and transfer of the Marks to Assignee, including but not limited to the recordation of this Assignment in the United States Patent and Trademark Office and in any foreign country and jurisdiction.

This Assignment shall bind and inure to the benefit of the parties and their respective successors and assigns.

[Signature Page(s) and Exhibit(s) to Follow this Page.]

IN WITNESS WHEREOF, this Assignment of Trademarks has been duly executed by the parties hereto as of the date first above written.

ASSIGNOR:

THIRD MILLENIUM HEALTHCARE
SYSTEMS, INC.

By JPK/p
Name Jamie P. Knapp
Title VP Finance

ASSIGNEE:

CAREMEDIC SYSTEMS, INC.

By JPK/p
Name Jamie P. Knapp
Title VP Finance

EXHIBIT A

DESCRIPTION OF MARKS

REG. DATE	TRADEMARK	REG. NO.	JURISDICTION
10/23/07	EFR	3320173	United States

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