

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
Healthfirst Corporation		08/17/2010	CORPORATION: WASHINGTON
RECEIVING PARTY DATA			
Name:	HF Acquisition Co. LLC		
Street Address:	23316 70th Ave. West		
City:	Mountlake Terrace		
State/Country:	WASHINGTON		
Postal Code:	98043		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1999391	HEALTHFIRST	
Registration Number:	2711825	EMERGENT-EZ	
Registration Number:	2727437	STAT-EZ	
CORRESPONDENCE DATA			
Fax Number:	(212)969-2900		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(212) 969-3000		
Email:	trademark@proskauer.com		
Correspondent Name:	Jenifer deWolf Paine		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	1585 Broadway		
Address Line 4:	New York, NEW YORK 10036-8299		
ATTORNEY DOCKET NUMBER:	31479-004		
NAME OF SUBMITTER:	Jenifer deWolf Paine		

CH \$90.00 1999391

900169783

**TRADEMARK
 REEL: 004263 FRAME: 0638**

Signature:	/Jenifer deWolf Paine/
Date:	08/19/2010
Total Attachments: 5 source=Healthfirst Trademark Assignment#page1.tif source=Healthfirst Trademark Assignment#page2.tif source=Healthfirst Trademark Assignment#page3.tif source=Healthfirst Trademark Assignment#page4.tif source=Healthfirst Trademark Assignment#page5.tif	

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this “Assignment”) is made as of the 17th day of August, 2010 by and between Healthfirst Corporation, a Washington corporation (“Assignor”) on the one hand, and HF Acquisition Co. LLC, a Delaware limited liability company (“Assignee”) on the other hand. Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to them in that certain Agreement of Purchase and Sale of Assets dated as of May 5, 2010 (the “Asset Purchase Agreement”), by and among Assignor, Assignee and Thomas J. Schulstad, an individual resident in the State of Washington.

WHEREAS, pursuant to the Asset Purchase Agreement, Assignor has sold, transferred, conveyed, assigned and delivered to Assignee, and Assignee has acquired from Assignor, simultaneously herewith, all of the Acquired Assets;

WHEREAS, Assignor owns the trademarks and corresponding registrations and applications therefor listed on Schedule A attached hereto (collectively, the “Trademarks”);

WHEREAS, the Trademarks constitute part of the Acquired Assets; and

WHEREAS, Assignee is purchasing the Trademarks from Assignor.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Assignor hereby sells, transfers, conveys, assigns and delivers to Assignee all right, title and interest in and to the Trademarks, together with the goodwill symbolized thereby, including all rights to sue and recover for past infringement.

2. From time to time, Assignor, its successors and assigns, shall execute and deliver all such further assignments or other instruments of conveyance and transfer and assist in all proceedings as Assignee, its successors and assigns, may reasonably request to perfect, register or record the rights of Assignee to the Trademarks as Assignee may reasonably deem appropriate.

3. Assignor hereby irrevocably constitutes and appoints Assignee, its successors and assigns, the true and lawful attorney of Assignor, with full power of substitution, and gives and grants to Assignee, its successors and assigns, full power and authority in the name of Assignor, at any time and from time to time, to execute all documents, complete all transactions and assist in all proceedings to effectuate the transfer of the Trademarks to Assignee and to perfect, register or record the rights of Assignee to the Trademarks as Assignee may deem reasonably appropriate, and generally from time to time to do and perform such further acts and things concerning the subject matter of this paragraph with like power and as fully as Assignor could do or might have done. This limited power of attorney is coupled with an interest and is irrevocable. Notwithstanding any contained hereinabove to the contrary, this limited power of attorney shall not be operative unless (i) Assignee has made written request to Assignor to provide the document(s) requested and the Company has failed or refused to provide that documentation within five (5) business days after

written request therefor; and (ii) such document does not create any obligation, liability, costs, expense or other detriment on the part of Assignor beyond the rights set forth in this Assignment.

4. This Assignment and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

5. This Assignment shall be governed by and construed and enforced in accordance with the internal, substantive laws of the State of Washington.


6. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same instrument. Original signatures hereto may be delivered by facsimile or by portable data format (PDF) which shall be deemed originals.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed and delivered as of the date first above written.

HEALTHFIRST CORPORATION

HF ACQUISITION CO. LLC

By: 
Name:
Title:

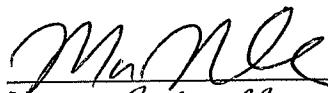
By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed and delivered as of the date first above written.

HEALTHFIRST CORPORATION

HF ACQUISITION CO. LLC

By: _____
Name:
Title:

By: 
Name: MARK MOTEK
Title:

Schedule A

Trademarks

Mark	U.S. Registration No. (Application No.)
HEALTHFIRST	1,999,391
EMERGENT-EZ	2,711,825
STAT-EZ	2,727,437