

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
Alta Home Care, Inc.		11/03/2010	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	AHC Acquisition, Inc.		
Street Address:	% Transition Capital Partners		
Internal Address:	2200 Ross Ave., Ste. 4750W		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85092617	ALTA HOME CARE	
CORRESPONDENCE DATA			
Fax Number:	(214)756-8113		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2147408633		
Email:	sthall@lockelord.com		
Correspondent Name:	Mark R. Backofen		
Address Line 1:	2200 Ross Ave., Ste. 2200		
Address Line 2:	LLBL		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	050902900033		
NAME OF SUBMITTER:	Mark R. Backofen		
Signature:	/Mark R. Backofen/		

CH \$40.00 85092617

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**TRADEMARK
 REEL: 004419 FRAME: 0373**

Date:

11/19/2010

Total Attachments: 3

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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is effective as of the 1st day of November, 2010, by Alta Home Care, Inc., a California corporation ("Assignor") to AHC Acquisition, Inc., a California corporation ("Assignee").

WHEREAS, Assignor owns all of the rights, title, and interest in the Trademark/Service Mark Application, with serial number 85092617, for "ALTA HOME CARE," along with the goodwill associated therewith (collectively, the "Trademark");

WHEREAS, Assignor, Assignee and certain other parties have entered into an Asset Purchase Agreement, dated as of November 1, 2010 (the "Agreement"), pursuant to which Assignee is purchasing the Trademark from Assignor.

NOW, THEREFORE, in consideration of the foregoing, the consideration recited in the Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignor grants, sells, assigns, transfers and conveys unto Assignee, its successors, assigns, and legal representatives, all of Assignor's right, title and interest in and to the Trademark, including all applications, registrations, and in and to any renewals and extensions that may be granted thereon, together with the goodwill of the business connected therewith, and together with the right of Assignor to take action, claim relief, and recover damages in respect of infringements occurring prior or subsequent to the date of this Assignment.
2. Assignor covenants to execute any and all powers of attorney, applications, assignments, declarations, affidavits, and any other papers and take any reasonable actions necessary to perfect and vest such rights, title and interest in Assignee, its successors, assigns and legal representatives. If Assignee, its successors, assigns or other legal representatives shall desire to file any continuing or renewal applications based upon any of the Trademark, or to file a disclaimer relating thereto, Assignor will upon reasonable request, sign all papers, make all rightful oaths and do all lawful acts requisite for the filing of such application or disclaimer and the procuring thereof, without further compensation but at the expense of Assignee, its successors, assigns or other legal representatives.
3. This Assignment shall be governed by and interpreted in accordance with the laws of the State of California (without regard to its choice of law principles).
4. This Assignment may be executed in counterparts, and when so executed, each counterpart shall be deemed an original, and said counterparts shall constitute one and the same instrument.

[SIGNATURE AND NOTARY PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as follows, effective as of the date first above written.

ASSIGNOR:
Alta Home Care, Inc.

ASSIGNEE:
AHC Acquisition, Inc.

By: [Signature]
Name: JOHN W. WICKRELL
Title: PRESIDENT

By: _____
Rick Baldwin, President

NOTARIZATION OR LEGALIZATION ACCOMPANYING ASSIGNMENT

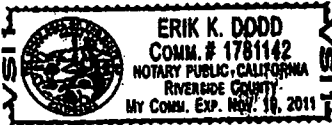
STATE OF CALIFORNIA)
) ss.:
COUNTY OF Riverside)

On this 3 day of November, 2010, before me personally appeared John C. Fackrell, having the title Secretary of Alta Home Care, Inc., known by me to be the person of the above name, who signed the foregoing instrument in the capacity designated, and acknowledged the same to be his own free act and deed and for the purpose therein set forth.

[Signature]

Notary Public

My Commission Expires:



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