

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
Krames StayWell, LLC		01/01/2011	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	StayWell Health Management, LLC		
Street Address:	780 Township Line Road		
City:	Yardley		
State/Country:	PENNSYLVANIA		
Postal Code:	19067		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1189585	STAYWELL	
CORRESPONDENCE DATA			
Fax Number:	(214)969-4343		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2149694280		
Email:	amashley@akingump.com		
Correspondent Name:	David L. Odom		
Address Line 1:	1700 Pacific Avenue		
Address Line 2:	Suite 4100		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	682763.0094		
NAME OF SUBMITTER:	David L. Odom		
Signature:	/dlo/		

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**TRADEMARK
 REEL: 004489 FRAME: 0544**

Date:

03/03/2011

Total Attachments: 3

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "Assignment") is effective this 1 day of January, 2011 (the "Effective Date"), from Krames StayWell, LLC, a Delaware limited liability company, having an address of 780 Township Line Road, Yardley, PA, 19067 ("ASSIGNOR"), to StayWell Health Management, LLC, a Delaware Limited Liability Company, having an address of 780 Township Line Road, Yardley, PA, 19067 ("ASSIGNEE").

WHEREAS, ASSIGNOR owns and has used in its business certain trademarks and trademark registrations, which are pending or registered with the United States Patent and Trademark Office as follows (the "Trademark"):

<u>TRADEMARK</u>	<u>U.S. REGISTRATION NO.</u>	<u>DATE REGISTERED</u>
STAYWELL	1,189,585	February 9, 1982

WHEREAS, ASSIGNEE is desirous of acquiring the entire right, title, and interest in and to the Trademark and in and to any renewals or further registrations that may be granted thereon, all together with the goodwill of the business connected therewith; and

WHEREAS, ASSIGNOR has agreed to assign and does hereby assign by way of this Assignment its entire right, title, and interest in and to the Trademark and in and to any renewals or registrations that may be granted thereon, together with the goodwill associated therewith.

NOW THEREFORE, for the mutual premises and covenants herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR and ASSIGNEE hereby agree as follows:

1. ASSIGNOR represents that it is the exclusive owner of the Trademark.

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2. ASSIGNOR represents that it has not assigned, conveyed, transferred or granted to any third party any interest in, or otherwise encumbered in any manner, the Trademark; that, to the best of its knowledge, no third party owns, is entitled to, or has claimed any right or interest in the Trademark that would preclude, conflict with or encumber this Assignment; that all assignments and/or other applicable filings that may be necessary to vest in ASSIGNOR full and complete title to the Trademark has been obtained; and that ASSIGNOR hereby consents to this Assignment.

3. ASSIGNOR, as of the Effective Date, hereby sells, assigns, conveys, and transfers to ASSIGNEE all of its rights, title, and interest in the Trademark, together with the goodwill of the business connected therewith, all common law rights related thereto, and the right to sue and recover for damages for past, present, and future infringements, dilutions, or violations of the foregoing. ASSIGNEE accepts as of the Effective Date, any and all of ASSIGNOR's rights, title and interest in the Trademark, together with the goodwill of the business connected therewith, all common law rights related thereto, and the right to sue and recover for damages for past, present, and future infringements, dilutions, or violations of the foregoing.

4. ASSIGNOR agrees, at the request of ASSIGNEE and at ASSIGNEE's expense, to execute and deliver further documents and legal instruments as may be necessary, and do all other things reasonably necessary to perfect in ASSIGNEE, its assigns, successors, and legal representatives, all right, title, and interest in and to the Trademark, throughout the world, including without limitation, executing and delivering any and all powers of attorney, applications, assignments, declarations, and affidavits.

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5. This Assignment is made for the benefit of the ASSIGNEE and its successors and assigns and may be transferred without the consent of the ASSIGNOR.

6. Each party acknowledges that this Assignment is a legal, valid, and binding obligation of the ASSIGNOR and that ASSIGNOR has full power and authority to enter into and perform its obligations under this Agreement in accordance with its terms.

7. This Assignment shall be governed and construed in accordance with the laws of the State of Pennsylvania.

8. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall, taken together, be considered one and the same instrument.

IN WITNESS WHEREOF, ASSIGNOR and ASSIGNEE have executed and delivered this Assignment as of the Effective Date above.

ASSIGNOR:

Krames StayWell, LLC

By: *Mike Kammer*

Typed Name: *Matt Kammer*

Title: *VP, Legal*

ASSIGNEE:

StayWell Health Management, LLC

By: *Mike*

Typed Name: *Matt Kammer*

Title: *VP, Legal*