

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
HealthPro Rehabilitation, LLC		06/10/2011	LIMITED LIABILITY COMPANY: MARYLAND
RECEIVING PARTY DATA			
Name:	Topsail Staffing, LLC		
Street Address:	10600York Road		
Internal Address:	Suite 105		
City:	Cockeysville		
State/Country:	MARYLAND		
Postal Code:	21030		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3948707	TOPSAIL	
CORRESPONDENCE DATA			
Fax Number:	(215)979-1020		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	215.979.1817		
Email:	ccampbell@duanemorris.com		
Correspondent Name:	Christiane S. Campbell		
Address Line 1:	30 South 17th Street		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
ATTORNEY DOCKET NUMBER:	E7502-00005		
NAME OF SUBMITTER:	Christiane S. Campbell		
Signature:	/Christiane S. Campbell/		

CH \$40.00 3948707

Date:

06/10/2011

Total Attachments: 2

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ASSIGNMENT OF TRADEMARK

This Assignment is made effective as of the 10th day of June, 2011 between **HealthPro Rehabilitation, LLC**, a Maryland Limited Liability Company with offices at 10600 York Road, Suite 105, Cockeysville, Maryland 21030 ("Assignor"), and **Topsail Staffing, LLC**, a Delaware Limited Liability Company with offices at 10600 York Road, Suite 105, Cockeysville, Maryland 21030 ("Assignee").

WHEREAS, Assignor agrees to assign, sell, transfer, convey and deliver to Assignee, and Assignee has agreed to purchase from Assignor, the trademark assets identified herein; and

WHEREAS, Assignor, is the owner of all right, title and interest in and to the trademark and trademark registration set forth on **Schedule A** (attached hereto and made a part hereof), including the goodwill specifically associated with such trademark (the "Trademark"), as the Trademark is used on or in connection with Assignor's business; and

WHEREAS, Assignor desires to assign to Assignee, and Assignee desires to acquire from Assignor, certain of Assignor's intellectual property assets, including but not limited to the Trademark.

NOW, THEREFORE, for the sum of one dollar (\$1.00), and for other good and valuable consideration, the receipt and sufficiency of which are hereby freely acknowledged, Assignor does hereby assign, grant and convey to Assignee and its successors and assigns:

1. All right, title and interest in and to the Trademark, together with the goodwill of the business associated with the use of and symbolized by the Trademark, and the right to sue for past infringements and unauthorized uses of the Trademark.
2. Assignor will, upon request of Assignee, execute any other documents which may be necessary or appropriate to perfect in Assignee the rights, title and interest herein conveyed in the United States or in any other country.
3. This Agreement may be executed in counterparts, each of which when executed and delivered shall be an original; together, such counterparts shall constitute one instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date first written above.

HealthPro Rehabilitation, LLC	Topsail Staffing, LLC
By: <u>[Signature]</u>	By: <u>[Signature]</u>
Name: <u>Chris Stark</u>	Name: <u>Chris Motkey</u>
Title: <u>SVP Sales</u>	Title: <u>CEO</u>
Date: <u>6/10/11</u>	Date: <u>6/10/11</u>

SCHEDULE A

Trademark and Trademark Registration

Trademark	Registration / App. No.
TOPSAIL	3948707