

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
Atenda Healthcare Solutions, Inc.		12/22/2009	CORPORATION: FLORIDA
RECEIVING PARTY DATA			
Name:	Univita Health, Inc.		
Street Address:	8601 N. Scottsdale Road, Suite 335		
City:	Scottsdale		
State/Country:	ARIZONA		
Postal Code:	85253		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3428398	ATENDA NURSING MANAGEMENT SERVICES	
Registration Number:	3327095	ATENDA HEALTHCARE SOLUTIONS	
Registration Number:	3484941	ATENDA HOME MEDICAL EQUIPMENT	
Registration Number:	3428397	ATENDA SPECIALTY INFUSION PHARMACY	
CORRESPONDENCE DATA			
Fax Number:	(714)755-8290		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	ipdocket@lw.com		
Correspondent Name:	Latham & Watkins LLP, c/o Julie Dalke		
Address Line 1:	650 Town Center Dr, 20th fl		
Address Line 2:	(046373-0002)		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	(046373-0002)		
NAME OF SUBMITTER:	Adam Kummins		

OP \$115.00 3428398

900194165

**TRADEMARK
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Signature:	/Adam Kummins/
Date:	06/10/2011
Total Attachments: 5 source=Univita Trademark Agreement#page1.tif source=Univita Trademark Agreement#page2.tif source=Univita Trademark Agreement#page3.tif source=Univita Trademark Agreement#page4.tif source=Univita Trademark Agreement#page5.tif	

ASSIGNMENT OF TRADEMARK AGREEMENT

This ASSIGNMENT OF TRADEMARK AGREEMENT (the "Agreement"), effective as of the 22nd day of December, 2009 (the "Effective Date"), is entered into by and between ATENDA HEALTHCARE SOLUTIONS, INC., a Florida corporation, with its principal place of business located at 15712 S.W. 41st Street, Suite 18, Davie, Florida 33331 (together with its personal representatives and successors in title, the "Assignor"), and UNIVITA HEALTH INC., a Delaware corporation, with its principal place of business located at 8601 N. Scottsdale Road, Suite 335, Scottsdale, Arizona 85253 (the "Assignee"). The Assignor and the Assignee are sometimes referred to individually as a "Party" or together as the "Parties".

WHEREAS, the Assignor represents that it is the lawful owner of the trademarks/service marks ATENDA NURSING MANAGEMENT SERVICES, ATENDA HEALTHCARE SOLUTIONS, ATENDA HOME MEDICAL EQUIPMENT, and ATENDA SPECIALTY INFUSION PHARMACY (collectively, the "Trademarks") and that it owns all rights in and to the Trademarks; and

WHEREAS, the Assignor represents that it is using the Trademarks in its business; and

WHEREAS, the Assignor represents that it has not abandoned the Trademarks; and

WHEREAS, the Assignor is the owner of federal registrations for the Trademarks on the Principal Register of the United States Patent and Trademark Office ("USPTO"), Registration No. 3,428,398, Registration No. 3,327,095, Registration No. 3,484,941, and Registration No. 3,428,397 (collectively, the "Trademark Registrations"); and

WHEREAS, the Assignor represents that it has good right to sell and transfer its rights in and to the Trademarks and the Trademark Registrations to the Assignee, and is desirous of transferring such rights; and

WHEREAS, the Assignee is a successor to a portion of the business of the Assignor to which the Trademarks pertain and is desirous of acquiring the Trademarks and the Trademark Registrations.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

- 1.0 The Assignor represents and warrants that:
 - 1.1 The Trademarks do not violate or infringe any intellectual property, personal or property rights of others, including but not limited to any existing trademark right, common law right, privacy right, or any other intellectual property right of any third party;
 - 1.2 The Assignor has no knowledge of any threatened or pending claims regarding the Trademarks or the Trademark Registrations, including but not limited to any claims or, threatened claims of infringement of any intellectual property, personal property, or privacy rights of others;

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- 1.3 The Assignor has not sold, assigned, licensed or encumbered any of the rights granted herein in any way, and the Assignor does not plan to sell, assign or license any of the rights granted herein, to any other person or entity; and
- 1.4 The Assignor is the sole owner of all rights, title and interest in and to the Trademarks and Trademark Registrations, including all intellectual property rights, and owns all rights granted hereunder free and clear of any liens or encumbrances.
- 2.0 The Assignor hereby irrevocably sells, grants, conveys, transfers, and assigns unto the Assignee, and its successors and assigns, all of the Assignor's rights, title and interest in the United States and the world, including without limitation, all federal, state, foreign, statutory and common law rights and all intellectual property rights and moral rights, in and to the Trademarks and the Trademark Registrations (and all extensions and renewals of such Trademark Registrations and the right to apply for any of the foregoing), together with the goodwill of the business symbolized by the Trademarks and the portion of the business of the Assignor to which the Trademarks pertain. The Assignor further assigns to the Assignee the right to apply for trademark registrations in the USPTO and throughout the world for the Trademarks and variations thereof (in addition to the above-listed Trademark Registrations) and all rights to renewals and extensions for any such trademark registrations.
- 3.0 The Assignor further assigns unto the Assignee all rights to causes of action and remedies related to the Trademarks and Trademark Registrations (including without limitation the right to sue for past, present or future infringement, misappropriation, or violation of rights related to the foregoing) and any and all other rights and interests arising out of, in connection with, or in relation to the Trademarks or Trademark Registrations.
- 4.0 It is specifically understood and agreed that the rights, title, and interest assigned to the Assignee herein include, but are not limited to, the right to use the Trademarks in any manner chosen by the Assignee.
- 5.0 The Assignor and the Assignee agree that this Agreement shall continue in perpetuity; the rights assigned to the Assignee are not limited in time or territory.
- 6.0 The Assignee, at its sole discretion, may grant permission to third parties to use all or part of the Trademarks.
- 7.0 The Assignor expressly agrees to promptly execute any other documents or take any other action as may be necessary to vest, secure, perfect, protect or enforce the rights and interest of the Assignee in and to the Trademarks and the Trademark Registrations and to effectuate this Agreement.
- 8.0 The Assignor agrees not to oppose or otherwise challenge any future application filed by the Assignee to register the Trademarks or any variation thereof, or seek to cancel any registration resulting therefrom. The Assignor further agrees that it shall not, directly or indirectly, oppose or otherwise challenge the Assignee's use or registration of the Trademarks.
- 9.0 The Assignor represents that it has voluntarily entered into this Agreement and understands that,

EXECUTION VERSION

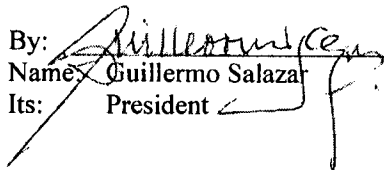
from the date of this Agreement forward, the Trademarks and Trademark Registrations are owned, and will be owned, solely by the Assignee. The Assignor further represents that it understands that it shall not be entitled to any royalties or future payments of any kind arising from the Trademarks, Trademark Registrations, or any derivatives thereof. The Assignor expressly agrees to defend, indemnify and hold the Assignee harmless from any loss, damage, or injury arising out of or based upon any claims, demands or lawsuits alleging in whole or in part violation of trademark or conversion of the Trademarks or any part thereof. Losses under this section shall include, but not be limited to costs, damages and attorneys' fees. The Assignor's duty to indemnify, defend, and hold the Assignee harmless shall apply to claims or actions founded in whole or in part on any alleged negligence of the Assignor, its representatives, employees, agents, officers or directors.

- 10.0 If either Party commences any action or proceeding against the other Party to enforce this Agreement or any of such Party's rights hereunder, the prevailing Party will be entitled to its reasonable expenses related to such action or proceeding, including reasonable attorneys' and expert fees.
- 11.0 No delay, failure or waiver by either Party to exercise any right or remedy under this Agreement, and no partial or single exercise, will operate to limit, preclude, cancel, waive or otherwise affect such right or remedy, nor will any single or partial exercise limit, preclude, impair or waive any further exercise of such right or remedy or the exercise of any other right or remedy.
- 12.0 If any provision of this Agreement is determined to be invalid or unenforceable, the validity or enforceability of the other provisions or of this Agreement as a whole will not be affected; and, in such event, such provision will be changed and interpreted so as best to accomplish the objectives of such provision within the limits of applicable law or applicable court decision.
- 13.0 This Agreement and its effect are subject to and shall be construed and enforced in accordance with the laws of the State of Florida. Each Party irrevocably agrees that any action, suit or proceeding brought concerning or relating to this Agreement may only be brought in Palm Beach County, Florida or in the United States District Court for the Southern District of Florida.
- 14.0 The Assignor and the Assignee represent that they have full corporate authority and the necessary corporate approval to enter into and to perform the obligations under this Agreement in accordance with its terms, and they agree that the terms and provisions of this Agreement shall apply to all their affiliates, parents, subsidiaries, divisions, successors, and assigns.
- 15.0 This Agreement shall be executed in two (2) counterparts, each of which shall be deemed an original but both of which together shall constitute one and the same agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, the undersigned, being duly authorized and acting on behalf of the Assignor and the Assignee, do hereby execute this Agreement on this 22nd day of December, 2009.

**ATENDA HEALTHCARE SOLUTIONS, INC.
("ASSIGNOR")**

By: 
Name: Guillermo Salazar
Its: President

**UNIVITA HEALTH INC.
("ASSIGNEE")**

By: _____
Name: Jeffrey Sjobeck
Its: Chief Financial Officer

Signature Page to Assignment of Trademark Agreement

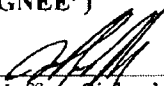
**TRADEMARK
REEL: 004559 FRAME: 0633**

IN WITNESS WHEREOF, the undersigned, being duly authorized and acting on behalf of the Assignor and the Assignee, do hereby execute this Agreement on this 22nd day of December, 2009.

**ATENDA HEALTHCARE SOLUTIONS, INC.
("ASSIGNOR")**

By: _____
Name: Guillermo Salazar
Its: President

**UNIVITA HEALTH INC.
("ASSIGNEE")**

By:  _____
Name: Jeffrey Sjöbeck
Its: Chief Financial Officer

Signature Page to Assignment of Trademark Agreement