

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
OurParents, Inc.		10/27/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Senior-Living.com, Inc.		
Street Address:	4000 International Parkway		
City:	Carrollton		
State/Country:	TEXAS		
Postal Code:	75007		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3716853	OURPARENTS	
Registration Number:	3652892	CARE OPTIONS ADVISOR	
CORRESPONDENCE DATA			
Fax Number:	(214)200-0558		
Phone:	214-651-5066		
Email:	jeff.becker@haynesboone.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Jeffrey M. Becker c/o Haynes and Boone		
Address Line 1:	2323 Victory Avenue, Suite 700		
Address Line 4:	Dallas, TEXAS 75219		
ATTORNEY DOCKET NUMBER:	25151.73		
NAME OF SUBMITTER:	Jeffrey M. Becker		
Signature:	/Jeffrey M. Becker/		

OP \$65.00 3716853

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TRADEMARK
REEL: 004650 FRAME: 0534

Date:

10/28/2011

Total Attachments: 5

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GENERAL ASSIGNMENT OF ALL INTELLECTUAL PROPERTY

{ ANCILLARY TO ASSET PURCHASE AGREEMENT OF OCTOBER 27, 2011 }

COMMONWEALTH OF VIRGINIA §
 §
COUNTY OF FAIRFAX §

This General Assignment of All Intellectual Property is made this 27 day of October, 2011, by and between OURPARENTS, INC., a Delaware corporation ("Assignor"), with its headquarters office located at 11480 Commerce Park Dr., Reston, VA 20190 and SENIOR-LIVING.COM, INC., a Delaware corporation with its principal office located at 4000 International Parkway, Denton County, Carrollton, Texas 75007 ("Assignee") Assignor and Assignee being hereinafter jointly referred to as the "Parties" and individually as a "Party". Capitalized terms not otherwise defined herein have the meanings assigned to them in the Asset Purchase Agreement (as defined below).

WITNESSETH:

WHEREAS, Assignor and Assignee are parties to an asset purchase agreement dated as of even date herewith (the "Asset Purchase Agreement"), whereby Assignor is selling the Purchased Assets to Assignee;

WHEREAS, the Purchased Assets include the Business Intellectual Property;

WHEREAS, in order to ensure that Assignee is purchasing full and uncontested right, title and interest to the Business Intellectual Property, Assignee has requested that Assignor assign all of its right, title and interest of whatsoever nature in and the Business Intellectual Property;

WHEREAS, Assignor, now wishes to assign all of his right, title and interest of whatsoever nature in and to all of such Business Intellectual Property to Assignee;

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, and upon and subject to the terms set forth in the Asset Purchase Agreement, Assignor hereby assigns to Assignee, its successors and assigns, all of Assignor's right, title and interest of whatsoever nature in and to the Business Intellectual Property of Assignor, and all goodwill associated with such Business Intellectual Prosperity, together with the right, where applicable, to secure any future registrations for said Business Intellectual Property in the United States and any foreign countries, and all right to sue and collect in the name of Assignor for any infringement of any assigned Business Intellectual Property, including without limitation that Business Intellectual Property comprised of trademarks, more fully identified on Exhibit A hereto.

Nothing herein is intended to, nor does it, create any right or obligation greater, lesser or different than as set forth in the Asset Purchase Agreement. In case of any conflict between any provision hereof and any provision of the Asset Purchase Agreement, the latter shall prevail. The choice of law, jurisdiction and venue provisions of the Asset Purchase Agreement shall be applicable hereto.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor has executed this General Assignment of All Intellectual Property to be executed on the day and year first above written.

ASSIGNOR: OURPARENTS, INC.

By: _____
Its: _____

Before me, the undersigned authority, on this day appeared _____ of OURPARENTS, INC., Assignor, known personally to me to be the person whose name is subscribed to the foregoing instrument of assignment, and acknowledged to me that he executed the same for the purposes therein expressed.

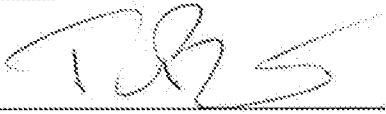
Given under my hand and seal of office this ____ of October, 2011.

Notary Public, Commonwealth of Virginia

SEAL

Acknowledged and Accepted By:


ASSIGNEE: SENIOR-LIVING.COM, INC.



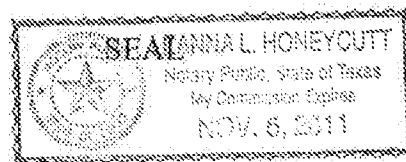
By: Timothy J. Barker
Its: Vice President

Before me, the undersigned authority, on this day appeared Timothy J. Barker, Vice President of Assignee, known personally to me to be the person whose name is subscribed to the foregoing instrument of assignment, and acknowledged to me that he executed the same for the purposes therein expressed.

Given under my hand and seal of office this 21st day of October, 2011.

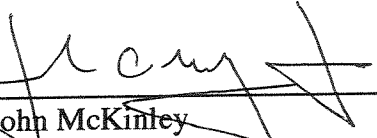


Notary Public, State of Texas




IN WITNESS WHEREOF, Assignor has caused this General Assignment of All Intellectual Property to be executed on the day and year first above written.

ASSIGNOR: OURPARENTS, INC.

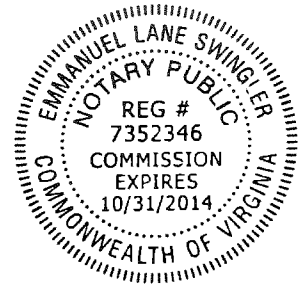

By: John McKinley
Its: Chief Executive Officer

Before me, the undersigned authority, on this day appeared John, McKinley of OURPARENTS, INC., Assignor, known personally to me to be the person whose name is subscribed to the foregoing instrument of assignment, and acknowledged to me that he executed the same for the purposes therein expressed.

Given under my hand and seal of office this 24 of October, 2011.


Notary Public, Commonwealth of Virginia

SEAL



Acknowledged and Accepted By:

ASSIGNEE: SENIOR-LIVING.COM, INC.

By: Timothy J. Barker
Its: Vice President

Before me, the undersigned authority, on this day appeared Timothy J. Barker, Vice President of Assignee, known personally to me to be the person whose name is subscribed to the foregoing instrument of assignment, and acknowledged to me that he executed the same for the purposes therein expressed.

Given under my hand and seal of office this ___ day of October, 2011.

Notary Public, State of Texas

SEAL

EXHIBIT A

TRADEMARKS:

OURPARENTS – US Trademark Registration No. 3,716,853 (Principal Register), registered November 24, 2009 (Serial No. 77-676,156 filed February 23, 2009);

CARE OPTIONS ADVISOR – US Trademark Registration No. 3,652,892 (Supplemental Register), registered July 7, 2009 (Serial No. 77-696,562 filed March 23, 2009 (PR); Amendment filed May 19, 2009 (SR)).