

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																	
<table border="1"> <thead> <tr> <th>Name</th> <th>Formerly</th> <th>Execution Date</th> <th>Entity Type</th> </tr> </thead> <tbody> <tr> <td>Physicians Management Group Holdings, Inc.</td> <td></td> <td>12/19/2011</td> <td>CORPORATION: DELAWARE</td> </tr> </tbody> </table>				Name	Formerly	Execution Date	Entity Type	Physicians Management Group Holdings, Inc.		12/19/2011	CORPORATION: DELAWARE						
Name	Formerly	Execution Date	Entity Type														
Physicians Management Group Holdings, Inc.		12/19/2011	CORPORATION: DELAWARE														
RECEIVING PARTY DATA																	
<table border="1"> <tr> <td>Name:</td> <td>Genascis, LLC</td> </tr> <tr> <td>Street Address:</td> <td>11999 San Vicente Boulevard</td> </tr> <tr> <td>Internal Address:</td> <td>Suite 440</td> </tr> <tr> <td>City:</td> <td>Los Angeles</td> </tr> <tr> <td>State/Country:</td> <td>CALIFORNIA</td> </tr> <tr> <td>Postal Code:</td> <td>90049</td> </tr> <tr> <td>Entity Type:</td> <td>LIMITED LIABILITY COMPANY: DELAWARE</td> </tr> </table>				Name:	Genascis, LLC	Street Address:	11999 San Vicente Boulevard	Internal Address:	Suite 440	City:	Los Angeles	State/Country:	CALIFORNIA	Postal Code:	90049	Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE
Name:	Genascis, LLC																
Street Address:	11999 San Vicente Boulevard																
Internal Address:	Suite 440																
City:	Los Angeles																
State/Country:	CALIFORNIA																
Postal Code:	90049																
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE																
PROPERTY NUMBERS Total: 1																	
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> <th>Word Mark</th> </tr> </thead> <tbody> <tr> <td>Registration Number:</td> <td>3755966</td> <td>GENASCIS</td> </tr> </tbody> </table>				Property Type	Number	Word Mark	Registration Number:	3755966	GENASCIS								
Property Type	Number	Word Mark															
Registration Number:	3755966	GENASCIS															
CORRESPONDENCE DATA																	
<p>Fax Number: (206)359-9000 Phone: 205-359-8000 Email: pctrademarks@perkinscoie.com <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i></p> <p>Correspondent Name: Sarah J. Taylor, Perkins Coie LLP Address Line 1: 1201 Third Avenue Address Line 2: Suite 4800 Address Line 4: Seattle, WASHINGTON 98101</p>																	
ATTORNEY DOCKET NUMBER:	71124-0009																
NAME OF SUBMITTER:	Sarah J. Taylor																

Signature:	/Sarah J. Taylor/
Date:	12/19/2011
Total Attachments: 1 source=PMGH - Trademark Assignment - 12 19 11 - KD#page1.tif	

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT ("Trademark Assignment") is entered into and effective as of December 19, 2011 by and between Physicians Management Group Holdings, Inc., a Delaware corporation ("Assignor") and Genascis, LLC, a Delaware limited liability company, with an address of 11999 San Vicente Blvd., Suite 440, Los Angeles, California 90049 ("Assignee")

Recitals

A. Assignor is the owner of record of United States trademark registration no. 3,755,966, for the mark GENASCIS, all common law rights thereto and any goodwill associated therewith (the "Trademark"); and

B. Assignee is desirous of acquiring all common law rights and the registration in and to the Trademark (and the portion of the business to which the Trademark pertains), together with the goodwill associated therewith and desires Assignor to execute and deliver to Assignee this Trademark Assignment to effect the assignment of the Trademark to Assignee.

Agreement

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

A. Assignment of Rights. Assignor hereby irrevocably transfers and assigns to Assignee all right, title, and interest in perpetuity, in and to the Trademark, including, but not limited to, the goodwill appurtenant thereto and any related common law or statutory rights, including the right to sue third parties for past infringement, to the full extent now or hereafter permitted by the laws of the United States of America or the laws of any other countries, without condition, limitation, or reservation, including the right to sue for past, present and future infringement.

B. Assignor's Obligations. At Assignee's request and without further consideration, Assignor agrees to execute and deliver, from time to time, any instrument and take any other lawful actions, as may be necessary to evidence, maintain, effectuate, or cooperate with the defense of any and all of Assignee's rights in the Trademark.


This Trademark Assignment Agreement shall be governed by and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, Assignor has caused this Agreement to be executed by its duly authorized representative.

ASSIGNOR, Physicians Management Group Holdings, Inc.

By (printed name): Kenneth Drazan

Its (title): President

Signature:  _____

Date: December 19, 2011