

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
	Gorneb, LLC		02/28/2012
			LIMITED LIABILITY COMPANY: OHIO
RECEIVING PARTY DATA			
Name:	Defiance Health Partners, LLC		
Street Address:	2429 William A. Diehl Street		
City:	Defiance		
State/Country:	OHIO		
Postal Code:	43512		
Entity Type:	LIMITED LIABILITY COMPANY: OHIO		
PROPERTY NUMBERS Total: 2			
	Property Type	Number	Word Mark
	Registration Number:	3880872	GLENNPARK
	Registration Number:	3880873	GLENNPARK OF DEFIANCE
CORRESPONDENCE DATA			
Fax Number:	(330)376-4577		
Phone:	3308496641		
Email:	sketler@ralaw.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:	Suzanne K. Ketter, Roetzel & Andress		
Address Line 1:	222 South Main Street		
Address Line 4:	Akron, OHIO 44308		
ATTORNEY DOCKET NUMBER:	106787.0045		
NAME OF SUBMITTER:	Suzanne K. Ketter		
Signature:	/Suzanne K. Ketter/		

CH \$65.00 3880872

Date:

02/29/2012

Total Attachments: 5

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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT ("Assignment") is made and entered into, effective as of the 28th day of February, 2012, by and between **GORNEB, LLC**, an Ohio limited liability company having an address of 4100 Regent Street, Suite F, Columbus, Ohio 43219 ("Assignor"), and **DEFIANCE HEALTH PARTNERS, LLC**, an Ohio limited liability company having an address at 2429 William A. Diehl Street, Defiance, Ohio 43512 ("Assignee") (together, "the Parties").

WHEREAS, Assignor owns U.S. Trademark Registration Nos. 3,880,873 and 3,880,872 (collectively, the "Trademarks"), depicted on Exhibit A attached hereto and incorporated herein by reference;

WHEREAS, Assignor desires to contribute, transfer, and assign all right, title, and interest in and to the Trademarks to Assignee, and Assignee desires to receive same;

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

1. Assignor hereby contributes, transfers, and assigns to Assignee: (i) all right, title, and interest in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and in connection with which the Trademarks are used; (ii) the registrations for the Trademarks, including without limitation U.S. Trademark Registration Nos. 3,880,873 and 3,880,872; (iii) any registrations, renewals, and/or applications for the Trademarks that are or may be secured under the laws of the United States or any foreign jurisdiction; and (iv) the full right to sue for and recover all profits and damages recoverable from past or ongoing infringements of the Trademarks.

2. All of the foregoing shall be held and enjoyed by Assignee, for its own use and benefit and for the use and benefit of its successors, assigns, and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

3. Assignor agrees to cooperate with Assignee in the recordal of this Assignment with the U.S. Patent & Trademark Office, and to execute any and all documents that are necessary to accomplish such recordal.


4. The laws of the State of Ohio shall govern all matters arising out of or relating to this Assignment, without giving effect to conflict of laws principles. The Parties hereby consent to the exclusive jurisdiction of the U.S. Federal Court for the Southern District of Ohio with respect to any dispute or issue related to this Agreement, and each Party hereby irrevocably submits itself to the personal jurisdiction of such Court.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to set their hands to this Agreement as of the dates set forth below.

ASSIGNOR:

Gorneb, LLC

By:


Roger C. Vincent, Managing Member

ASSIGNEE:

DEFIANCE HEALTH PARTNERS, LLC

By: Chancellor Senior Management, LLC

Its: Manager

By:

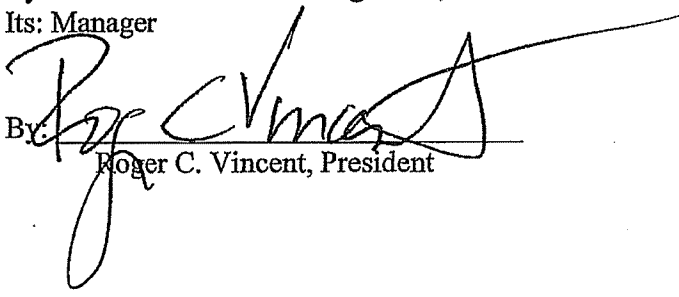

Roger C. Vincent, President

EXHIBIT A

TRADEMARK

<u>Trademark</u>	<u>Application No. & Date</u>	<u>Registration No. & Date</u>	<u>Class</u>
<u>GLENNPARK</u>	<u>77753797</u> <u>June 6, 2009</u>	<u>3880872</u> <u>November 23, 2010</u>	<u>043</u> <u>045</u>
<u>GLENNPARK OF DEFIANCE</u>	<u>77753800</u> <u>June 6, 2009</u>	<u>3880873</u> <u>November 23, 2010</u>	<u>043</u> <u>045</u>

United States of America
United States Patent and Trademark Office

GLENNPARK

Reg. No. 3,880,872

Registered Nov. 23, 2010

Int. Cls.: 43 and 45

SERVICE MARK

PRINCIPAL REGISTER

GORNEB, LLC (OHIO LIMITED LIABILITY COMPANY)
SUITE F.
4100 REGENT STREET
COLUMBUS, OH 43219

FOR: PROVIDING ASSISTED LIVING FACILITIES AND INDEPENDENT LIVING FACILITIES FOR SENIORS, IN CLASS 43 (U.S. CLS. 100 AND 101).

FIRST USE 6-28-2009; IN COMMERCE 6-28-2009.

FOR: PROVIDING INDEPENDENT LIVING SERVICES FOR SENIORS, NAMELY, PROVIDING NON-MEDICAL SERVICES FOR PERSONAL PURPOSES IN THE NATURE OF SCHEDULING APPOINTMENTS, PROVIDING MEALS, HOME AND APPLIANCE REPAIRS, EMERGENCY CALL SERVICES, SCHEDULING TRANSPORTATION, HOUSEKEEPING, AND WELLNESS CHECKS, IN CLASS 45 (U.S. CLS. 100 AND 101).

FIRST USE 6-28-2009; IN COMMERCE 6-28-2009.

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT, STYLE, SIZE, OR COLOR.

SN 77-753,797, FILED 6-6-2009.

MELISSA VALLILLO, EXAMINING ATTORNEY



David J. Kappas

Director of the United States Patent and Trademark Office

TRADEMARK
REEL: 004726 FRAME: 0141

United States of America

United States Patent and Trademark Office

GLENNPARK OF DEFIANCE

Reg. No. 3,880,873

Registered Nov. 23, 2010

Int. Cls.: 43 and 45

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FIRST USE 6-28-2009; IN COMMERCE 6-28-2009.

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NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "DEFIANCE", APART FROM THE MARK AS SHOWN.

SN 77-753,800, FILED 6-6-2009.

MELISSA VALLILLO, EXAMINING ATTORNEY



David J. Kyfos

Director of the United States Patent and Trademark Office