

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
Upstairs Solutions, LLC		03/30/2012	LIMITED LIABILITY COMPANY:
RECEIVING PARTY DATA			
Name:	Online Healthnow, Inc.		
Street Address:	4890 W. Kennedy Boulevard, Suite 740		
City:	Tampa		
State/Country:	FLORIDA		
Postal Code:	33609		
Entity Type:	CORPORATION: FLORIDA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3446562	UPSTAIRS SOLUTIONS	
CORRESPONDENCE DATA			
Fax Number:	(813)227-0431		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(813) 227-7431		
Email:	hschwarz@trenam.com		
Correspondent Name:	Heather R. Schwarz		
Address Line 1:	101 E. Kennedy Boulevard, Suite 2700		
Address Line 4:	Tampa, FLORIDA 33602		
ATTORNEY DOCKET NUMBER:	103102:UPSTAIRS SOLUTIONS		
NAME OF SUBMITTER:	Heather R. Schwarz		
Signature:	/Heather R. Schwarz/		

CH \$40.00 3446562

Date:

04/12/2012

Total Attachments: 9

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INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT ("Assignment") is made and entered into this 30th day of March, 2012 ("Effective Date"), by **UPSTAIRS SOLUTIONS, LLC**, an Illinois limited liability company ("Assignor"), for the benefit of **ONLINE HEALTHNOW, INC.**, a Florida corporation and its assigns ("Assignee"). Any capitalized terms used but not otherwise defined herein shall have the meaning(s) given them in the Purchase Agreement (as defined below).

W I T N E S S E T H:

WHEREAS, Assignor is the owner of certain United States and foreign issued patents and pending patent applications, trademarks, trade names, logos, copyrights, and domain names; and

WHEREAS, Assignee is desirous of acquiring, and Assignor is desirous of transferring and assigning all of its right, title and interest in and to said Assignor Intellectual Property (as hereinafter defined) to Assignee pursuant to the terms and conditions in this Assignment.

NOW, THEREFORE, in exchange for the payment of the purchase price set forth in the Asset Purchase Agreement dated as of even date herewith, by and among Assignee, Assignor and certain other parties (the "Purchase Agreement"), providing for the sale by the Assignor to the Assignee of certain of the assets of the Assignor, and other good and valuable consideration and the mutual covenants and promises contained in this Assignment, the receipt and sufficiency of which are acknowledged, Assignor and Assignee, intending to be legally bound, agree as follows:

1. **Transfer of Assignor Intellectual Property**. Assignor hereby sells, conveys, transfers, assigns and delivers, pursuant to the terms of the Purchase Agreement, all of its right, title and interest whatsoever throughout the world in and to all trademarks (registered or unregistered), service marks, brand names, domain names, certification marks, trade dress, assumed names, trade names and other indications of origin and registrations in any jurisdiction, and applications in any jurisdiction to register the foregoing, including any extension, modification or renewal of any such registration or application; inventions, discoveries, improvements, concepts and ideas, whether reduced to practice or not and whether patented or not in any jurisdiction; computer programs, software (including object code, source code, and associated data and documentation), electronic databases (including any and all extracts or reports therefrom in any and all media) and other databases and data; mask-works; know-how and any other technology; trade secrets and confidential information and rights in any jurisdiction to limit the use or disclosure thereof by a third party; writings and other works, whether copyrighted, copyrightable or not in any jurisdiction; registrations or applications for registration of copyrights in any jurisdiction, and any renewals or extensions thereof; content, materials and images included on and associated with, any domain names and websites; any and all content and materials created or used by Assignor in connection with any courses or products marketed, offered or intended to be offered by Assignor; any other

intellectual property or proprietary rights; licenses, immunities, covenants not to sue and the like relating to any of the foregoing; and any claims or causes of action arising out of or related to any infringement, misuse or misappropriation of any of the foregoing, including but not limited to all intellectual property set forth on Schedule 4.14.1(a) in the Purchase Agreement, whether registered or unregistered, together with all applications to register such intellectual property, and registrations of such intellectual property (collectively, the “Assignor Intellectual Property”) to the Assignee. The Assignor Intellectual Property shall be deemed to include all computer software and electronic data processing software, electronic databases, including any and all extracts or reports therefrom in any and all media, and other similar data, that is used or intended by Assignor to be used in connection with the Assignor’s business, including, without limitation, any and all Source Code and object code versions thereof and the computer programs, tools, applications, flowcharts, block diagrams, designs, technical information, inventions (whether or not patentable), improvements, know-how, trade secrets, formulae, processes, bug-fixes, modifications, enhancements, works in progress and versions identified.

2. **Further Assurances.** Assignor hereby further agrees and covenants that Assignor will execute and deliver, or cause to be executed and delivered, as reasonably requested by Assignee (or its successors or assigns), without demanding any further consideration therefor, such additional or further transfers, assignments, endorsements, other instruments, information, evidence or facts reasonably requested by Assignee or its counsel that are known or available to Assignor (or its successor or assigns) relating to said Assignor Intellectual Property, as Assignee, in its reasonable discretion, deems advisable or necessary in order to fully vest all rights herein transferred to Assignee in Assignee, and will testify as to the same in any interference or other litigation or legal proceeding when requested to do so.

3. **Authorization.** Assignor hereby authorizes the United States Patent and Trademark Office, United States Copyright Office, and any similar foreign or domestic government authority to transfer the Assignor Intellectual Property, and any other governmental grants or issuances that may be granted upon any of the Assignor Intellectual Property rights, to Assignee as assignee of the entire right, title and interest therein or otherwise as Assignee may direct, in accordance with this Assignment.

4. **Entire Agreement.** This Assignment and the Purchase Agreement and other related documents constitute the entire agreement and supersede all prior agreements between the parties pertaining to the transfer of the Assignor Intellectual Property, and shall be deemed binding upon the parties, their heirs, legal representatives and successors.

5. **Governing Law.** The validity, construction and enforcement of, and the remedies under, this Assignment shall be governed in accordance with the laws of the State of Delaware (except that if any choice of law provision under Delaware law would result in the application of the law of a state or jurisdiction other than the State of Delaware, such provision shall not apply).

6. **Subject to Purchase Agreement.** This Assignment is delivered pursuant to and is subject to the terms of the Purchase Agreement including, without limitation, the

representations, warranties and agreements set forth in the Purchase Agreement. Nothing in this Assignment is intended to limit, modify, supersede or otherwise affect in any way any provision of the Purchase Agreement, including the parties' representations, warranties or agreements and the parties' obligations and rights under the Purchase Agreement. In the event of any conflict between the provisions hereof and the provisions of the Purchase Agreement, the provisions of the Purchase Agreement shall govern and control.

7. **Counterparts.** This Assignment may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of executed signature pages by facsimile transmission will constitute effective and binding execution and delivery of this Assignment.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, this Assignment has been signed by an officer thereunto duly authorized by the undersigned, as of the date first above written.

UPSTAIRS SOLUTIONS, LLC,
an Illinois limited liability company

By: 
Name: Benjamin M. Klein
Title: Manager

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY ASSIGNMENT]

TRADEMARK
REEL: 004755 FRAME: 0434

Schedule 4.14.1(a)
Intellectual Property

Trademark: Upstairs Solutions; Registration number: 3446562; Registration date: June 10, 2008

Copyright: type of work: Computer File; Registration number TXu001724301; Registration date: April 1, 2011.

Seller and Platinum Healthcare LLC have entered into an oral agreement pursuant to which Platinum Healthcare LLC acquired ownership rights to the following domain names for Seller's benefit and use:

1. upsltc.com
2. upstairsltc.com
3. upstairsolutions.com
4. upstairsolutionsltc.com
5. upstairssolutions.com
6. upstairssolutionsltc.biz
7. upstairssolutionsltc.com
8. upstairssolutionsltc.info
9. upstairssolutionsltc.net
10. upstairssolutionsltc.org
11. upstairssolutionsltc.us
12. upstarisolutionsltc.com
13. ussltc.com

Platinum Healthcare LLC will transfer ownership of these domain names listed on Schedule 4.14.1(a) to Buyer promptly following the Closing.

A list of domain names owned by Seller is attached to this Schedule.

Software licenses listed in Schedules 1.1.1(b) and 4.9 are hereby incorporated in this Schedule 4.14.1(a).

Seller has also purchased certain off-the-shelf software (such as Microsoft Office) for a one-time purchase price for which there are no annual fees involved. Such off-the-shelf software is not individually listed in this Schedule.

Destination : Any

Filter

<input type="checkbox"/> Name ?	Type ? Destination ?	Registration ?	Status ?	Auto Renewal ?	Renewal/Expired Date ?
<input type="checkbox"/> ednahatesbinders.com(MX)	Domain Forward (http://maxwellknows.com)	Private	Ready	On	8/7/2012
<input type="checkbox"/> ednaknow.com(MX)	Domain Forward (http://maxwellknows.com)	Private	Ready	On	8/7/2012
<input type="checkbox"/> ednaknows.com(MX)	Domain Forward (http://maxwellknows.com)	Private	Ready	On	8/7/2012
<input type="checkbox"/> ednaknowscms.com(MX)	Domain Forward (http://maxwellknows.com)	Private	Ready	On	8/7/2012
<input type="checkbox"/> ednaknowscompliance.com(MX)	Domain Forward (http://maxwellknows.com)	Private	Ready	On	8/7/2012
<input type="checkbox"/> ednaknowstraining.com(MX)	Domain Forward (http://maxwellknows.com)	Private	Ready	On	8/7/2012
<input type="checkbox"/> knowmaxwel.com(MX)	Domain Forward (http://maxwellknows.com)	Private	Ready	On	8/8/2012
<input type="checkbox"/> knowmaxwell.com(MX)	Domain Forward (http://maxwellknows.com)	Private	Ready	On	8/8/2012
<input type="checkbox"/> knowsmaxwel.com(MX)	Domain Forward (http://maxwellknows.com)	Private	Ready	On	8/7/2012
<input type="checkbox"/> knowsmaxwell.com(MX)	Domain Forward (http://maxwellknows.com)	Private	Ready	On	8/7/2012
<input type="checkbox"/> maxwelhates.com(MX)	Domain Forward (http://maxwellknows.com)	Private	Ready	On	8/13/2012
<input type="checkbox"/> maxwelhatesbinders.com(MX)	Domain Forward (http://maxwellknows.com)	Private	Ready	On	8/7/2012
<input type="checkbox"/> maxwelknow.com(MX)	Domain Forward (http://maxwellknows.com)	Private	Ready	On	8/7/2012
<input type="checkbox"/> maxwelknows.com(MX)	Domain Forward (http://maxwellknows.com)	Private	Ready	On	8/7/2012
<input type="checkbox"/> maxwelknowscms.com(MX)	Domain Forward (http://maxwellknows.com)	Private	Ready	On	8/7/2012

<input type="checkbox"/>	maxwellknowscompliance.com (MX)	Domain	Forward (http://maxwellknows.com)	Private	Ready	On	8/7/2012
<input type="checkbox"/>	maxwellknowssurvey.com (MX)	Domain	Forward (http://maxwellknows.com)	Private	Ready	On	8/7/2012
<input type="checkbox"/>	maxwellknowssurveys.com (MX)	Domain	Forward (http://maxwellknows.com)	Private	Ready	On	8/7/2012
<input type="checkbox"/>	maxwellknowstraining.com (MX)	Domain	Forward (http://maxwellknows.com)	Private	Ready	On	8/7/2012
<input type="checkbox"/>	maxwellknowsturnover.com (MX)	Domain	Forward (http://maxwellknows.com)	Private	Ready	On	8/7/2012
<input type="checkbox"/>	maxwellknowsurvey.com (MX)	Domain	Forward (http://maxwellknows.com)	Private	Ready	On	8/7/2012
<input type="checkbox"/>	maxwellhates.com (MX)	Domain	Forward (http://maxwellknows.com)	Private	Ready	On	8/13/2012
<input type="checkbox"/>	maxwellhatesbinders.com (MX)	Domain	Forward (http://maxwellknows.com)	Private	Ready	On	8/7/2012
<input type="checkbox"/>	maxwellknow.com (MX)	Domain	Forward (http://maxwellknows.com)	Private	Ready	On	8/7/2012
<input type="checkbox"/>	maxwellknows.com (DNS)	Domain	Web space (/ .)	Private	Ready	On	8/7/2012
<input type="checkbox"/>	maxwellknowscms.com (MX)	Domain	Forward (http://maxwellknows.com)	Private	Ready	On	8/7/2012
<input type="checkbox"/>	maxwellknowscompliance.com (MX)	Domain	Forward (http://maxwellknows.com)	Private	Ready	On	8/7/2012
<input type="checkbox"/>	maxwellknowssurvey.com (MX)	Domain	Forward (http://maxwellknows.com)	Private	Ready	On	8/7/2012
<input type="checkbox"/>	maxwellknowssurveys.com (MX)	Domain	Forward (http://maxwellknows.com)	Private	Ready	On	8/7/2012
<input type="checkbox"/>	maxwellknowstraining.com (MX)	Domain	Forward (http://maxwellknows.com)	Private	Ready	On	8/7/2012
<input type="checkbox"/>	maxwellknowsturnover.com (MX)	Domain	Forward (http://maxwellknows.com)	Private	Ready	On	8/7/2012
<input type="checkbox"/>	maxwellknowsurvey.com (MX)	Domain	Forward (http://maxwellknows.com)	Private	Ready	On	8/7/2012
<input type="checkbox"/>	maxwellknowsurveys.com (MX)	Domain	Forward (http://maxwellknows.com)	Private	Ready	On	8/7/2012

<input type="checkbox"/> professormaxwel.com(MX)	Domain Forward (http://maxwellknows.com)	Private	Ready	On	8/7/2012
<input type="checkbox"/> professormaxwell.com(MX)	Domain Forward (http://maxwellknows.com)	Private	Ready	On	8/7/2012
<input type="checkbox"/> professormaxwel.com(MX)	Domain Forward (http://maxwellknows.com)	Private	Ready	On	8/7/2012
<input type="checkbox"/> professormaxwell.com(MX)	Domain Forward (http://maxwellknows.com)	Private	Ready	On	8/7/2012
<input type="checkbox"/> professormaxwel.com(MX)	Domain Forward (http://maxwellknows.com)	Private	Ready	On	8/7/2012
<input type="checkbox"/> professormaxwell.com(MX)	Domain Forward (http://maxwellknows.com)	Private	Ready	On	8/7/2012
<input type="checkbox"/> professormaxwell.com(MX)	Domain Forward (http://maxwellknows.com)	Private	Ready	On	8/7/2012
<input type="checkbox"/> professormaxwell.com(MX)	Domain Forward (http://maxwellknows.com)	Private	Ready	On	8/7/2012
<input type="checkbox"/> thefamilyseries.com(DNS)	Domain Web space (/ .)	Public	Ready	On	11/22/2012
<input type="checkbox"/> thefamilyseries.net(MX)	Domain Forward (http://thefamilyseries.com)	Public	Ready	On	11/22/2012
<input type="checkbox"/> thefamilyseries.org(MX)	Domain Forward (http://thefamilyseries.com)	Public	Ready	On	11/22/2012

Order a Domain

Order a new Domain

Domain Trading

Is the domain you want already taken? Search premium domains, or list your own domain for sale.

Earn \$\$\$ with Your Domains

Park your domains now and start earning money today.

Name

*

Destination : Any

Filter

<input type="checkbox"/> Name ? ↓	Type ?	Destination ?	Registration ?	Status ?	Auto Renewal ?	Renewal/Expired Date ?
<input type="checkbox"/> onlinecaregiver.com (DNS)(MX)	Domain	Web space (/)	Private	Ready	On	4/4/2012
<input type="checkbox"/> onlinecaregiver.net (DNS)(MX)	Domain	Web space (/)	Private	Ready	On	4/4/2012
<input type="checkbox"/> onlinecaregiver.org (DNS)(MX)	Domain	Web space (/)	Private	Ready	On	4/4/2012
<input type="checkbox"/> onlinecaregivers.com (DNS)(MX)	Domain	Web space (/)	Private	Ready	On	4/7/2012
<input type="checkbox"/> onlinecaregivers.net (DNS)(MX)	Domain	Web space (/)	Private	Ready	On	4/7/2012
<input type="checkbox"/> onlinecaregivers.org (DNS)(MX)	Domain	Web space (/)	Private	Ready	On	4/7/2012

Order a Domain

Order a new Domain

Domain Trading

Is the domain you want already taken? Search premium domains, or list your own domain for sale.

Earn \$\$\$ with Your Domains

Park your domains now and start earning money today.

Name

*

Click on the domain name to edit the domain settings. You can also highlight your domain by activating the checkbox and select the relevant command from the menu bar.

Type

*

The domain type can be: