

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>Freedom Healthcare LLC d/b/a Freedom Eldercare</td> <td></td> <td>04/23/2012</td> <td>LIMITED LIABILITY COMPANY: NEW JERSEY</td> </tr> </tbody> </table>				Name	Formerly	Execution Date	Entity Type	Freedom Healthcare LLC d/b/a Freedom Eldercare		04/23/2012	LIMITED LIABILITY COMPANY: NEW JERSEY				
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CORRESPONDENCE DATA															
<p>Fax Number: 2123553333</p> <p><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>Phone: 212-813-8800</p> <p>Email: NY-TM-Admin@goodwinprocter.com</p> <p>Correspondent Name: GOODWIN PROCTER LLP/Janis Nici</p> <p>Address Line 1: 620 Eighth Avenue</p> <p>Address Line 4: New York, NEW YORK 10018</p>															
ATTORNEY DOCKET NUMBER:	126633212384														
NAME OF SUBMITTER:	Janis Nici														
Signature:	/janis nici/														

Date:

05/16/2012

Total Attachments: 5

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NOTICE OF TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Agreement") is made effective September 29, 2008 ("Effective Date") by Freedom Healthcare LLC, d/b/a Freedom Eldercare, a New Jersey limited liability company, having a usual place of business at 524 E 725th, #31E, NY NY 10021 ("Assignor") and Freedom Eldercare, Inc., a Delaware corporation having its principal place of business at 161 Main Street, Hackensack, NJ 07601 ("Assignee").

WHEREAS, as of the Effective Date Assignor holds all right, title and interest in and to the trademarks, service marks and trade names set forth on Exhibit A attached hereto and incorporated herein by reference (the "Marks");

WHEREAS, Lillian Rokhsar, Steven Nerayoff (solely with respect to Section 6.2(c)), Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated September 29, 2008, ("Purchase Agreement") pursuant to which Assignor sold, assigned, transferred and delivered to Assignee substantially all of the properties and assets of Assignor, including the Marks and the goodwill of the business symbolized thereby;

WHEREAS, Assignor now wishes to confirm the assignment of and hereby assign the Marks to Assignee as of the Effective Date, and Assignee is desirous of confirming the acquisition of and acquiring the Marks from Assignor, together with the goodwill of the business symbolized thereby as of the Effective Date; and

WHEREAS, Assignor is confirming the conveyance and conveying the Marks to Assignee as part of the transfer of all or substantially all of the assets of a going business as of the Effective Date.

NOW, THEREFORE, in consideration of the premises set forth above and in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Assignment.

(a) Assignor confirms the assignment of, as of the Effective Date, and does hereby sell, assign, transfer and deliver unto Assignee and its successors, assigns and legal representatives, Assignor's entire right, title and interest in and throughout the world in and to the Marks (including any common law rights that may exist and are associated therewith), together with the goodwill of the business symbolized thereby and appurtenant thereto, the same to be held and enjoyed by Assignee, its successors, permitted assigns or legal representatives, together with income, royalties, damages or payments due on or after the date hereof, including, without limitation, all claims for damages or payments by reason of infringement or unauthorized use of the Marks, along with the right to sue for past infringements and collect same for Assignee's sole use and enjoyment.

(b) Assignor does hereby authorize the Director of the United States Patent & Trademark Office, and the empowered official of any U.S. State, or any country or countries foreign to the United States whose duty it is to record trademark registrations, applications and title thereto, to record the Marks and title thereto as the property of Assignee, its successors, assigns or legal representatives in accordance with the terms of this instrument.

2. Miscellaneous.

(a) This Agreement shall be governed, including as to validity, interpretation and effect, by, and construed in accordance with, the Laws of the State of New York applicable to agreements made and fully performed within the State of New York and the applicable provisions of the Bankruptcy Code. Any dispute arising out of or relating to this Agreement shall be resolved in accordance with the Purchase Agreement. Capitalized terms used but not otherwise defined herein shall have such meaning as defined in the Purchase Agreement.

(b) This Agreement 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 and be valid and binding upon Assignee and Assignor. This Agreement may be executed by facsimile or electronic signature. This Agreement will be binding on the successors of Assignor and extend to the successors, assigns and nominees of Assignee.

(c) Assignor, from time to time after the date hereof, at Assignee's reasonable request, will execute, acknowledge, and deliver to Assignee such other instruments of conveyance and transfer and will take such other actions and execute and deliver such other documents, certifications, and further assurances as Assignee may reasonably request in order to evidence the transfers and assignments contemplated by this Agreement and the Purchase Agreement and to vest the Marks more effectively in Assignee. Assignor will cooperate with Assignee and shall use commercially reasonable efforts to execute and deliver to Assignee such other instruments and documents and take such other actions, as may be reasonably requested from time to time by Assignee as reasonably necessary to carry out, evidence, and confirm the intended purposes of this Agreement and the Purchase Agreement.

(d) This Agreement, together with the Purchase Agreement and the documents attached as exhibits thereto (collectively, the "Trademark Documents"), sets forth the entire understanding of the parties with respect to the subject matter of the Trademark Documents, and supersedes all prior contracts, agreements, arrangements, communications, discussions, representations and warranties, whether oral or written, between the parties to the Trademark Documents with respect to the subject matter thereof.

[Remainder of page intentionally left blank]

Trademark Assignment

IN WITNESS WHEREOF, Assignor and Assignee have caused this Agreement to be executed as a sealed instrument by their duly authorized representatives as April 22, 2012 and effective as of the Effective Date.

FREEDOM HEALTHCARE LLC

By: _____

Name:

Steven Neayoff

Signature:

SN

Title:

President

FREEDOM ELDERCARE, INC.

By: _____

Name:

KEITH G. FREY

Signature:

Keith G. Frey

Title:

CFO

Exhibit A

Marks

<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Registration No.</u>	<u>Registration Date</u>
FREEDOM ELDERCARE	78568269	Feb. 16, 2005	3246156	May 29, 2007