

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
Hallmark Rehabilitation GP, LLC		06/01/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Accelerated Care Plus Corporation		
Street Address:	4850 Joule Street, Suite A-1		
City:	Reno		
State/Country:	NEVADA		
Postal Code:	89502		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3217884	TOPAZ	
CORRESPONDENCE DATA			
Fax Number:	2026725399		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	202-672-5300		
Email:	PTOMailWashington@Foley.com		
Correspondent Name:	Norm J. Rich, Esq., Foley & Lardner LLP		
Address Line 1:	3000 K Street, N.W., Sixth Floor		
Address Line 4:	Washington, WASHINGTON 20007-5143		
ATTORNEY DOCKET NUMBER:	302280-8039		
NAME OF SUBMITTER:	Norm J. Rich		
Signature:	/Norm J. Rich/		

Date:

06/04/2012

Total Attachments: 3

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TRADEMARK ASSIGNMENT

WHEREAS, Hallmark Rehabilitation GP, LLC, a Delaware limited liability company (the "Seller" or "Assignor"), is the owner of the following trademark and U.S. trademark registration ("the Mark") and all other applications and registrations therefor:

<u>Trademark:</u>	<u>U.S. Reg. No.:</u>	<u>Reg. Date:</u>
TOPAZ	3,217,884	March 13, 2007

WHEREAS, the Seller or its predecessor(s) in interest has adopted, has used, and is using the Mark in commerce; and

WHEREAS, pursuant to that certain Contract and Asset Purchase Agreement dated as of June 1, 2012, by and among the Seller and Accelerated Care Plus Corp., a corporation of Delaware (the "Buyer" or "Assignee"), Buyer has agreed to acquire from the Seller, and the Seller has agreed to transfer to Buyer, all of the Seller's right, title and interest in and to the Mark, both at common law and any applications or registrations therefor, and including trade names and all "Intellectual Property" as defined in the Contract and Asset Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Seller hereby sells, assigns and transfers to Buyer and its successors and assigns the Seller's entire right, title and interest in and to the Mark and all renewals thereof, together with the goodwill of the business associated therewith. Such right, title, interest and goodwill shall be held and enjoyed by Buyer and its successors and assigns as fully and entirely as the same would have been held and enjoyed by the Seller if this sale, assignment and transfer had not been made.

The provisions of this instrument are subject, in all respects, to the terms and conditions of the Contract and Asset Purchase Agreement, including, without limitation, all of the covenants, representations and warranties contained therein, all of which shall survive the execution and delivery of this instrument to the extent indicated in the Contract and Asset Purchase Agreement. Nothing contained in this instrument shall be deemed to modify, amend or supersede any of the terms or conditions of the Contract and Asset Purchase Agreement. In the event of any conflict or inconsistency between the terms and conditions of this instrument and the terms and conditions of the Contract and Asset Purchase Agreement, the terms and conditions of the Contract and Asset Purchase Agreement shall prevail. This instrument shall be binding upon the Seller and its successors and assigns, and shall inure to the benefit of Buyer and its successors and assigns.

[Signature page follows]

ACKNOWLEDGMENT

State of California }
County of Orange } ss.

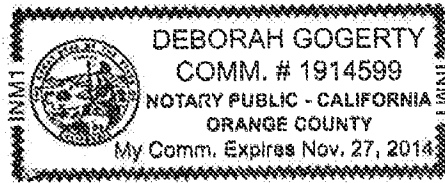
On June 1, 2012, before me, Deborah Gogerty, Notary Public in and for said County and State, personally appeared Laurie Thomas, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and Official Seal.

(Seal)

Deborah Gogerty
Notary Signature



Document: Trademark Assignment