900224754 06/04/2012

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		106/01/2012	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

2026725399 Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Phone: 202-672-5300

Email: PTOMailWashington@Foley.com

Correspondent Name: Norm J. Rich, Esq., Foley & Lardner LLP

3000 K Street, N.W., Sixth Floor Address Line 1:

Washington, WASHINGTON 20007-5143 Address Line 4:

ATTORNEY DOCKET NUMBER:	302280-8039
NAME OF SUBMITTER:	Norm J. Rich
Signature:	/Norm J. Rich/

TRADEMARK REEL: 004794 FRAME: 0191

900224754

Date:	06/04/2012
Total Attachments: 3 source=ACP-Hallmark - Topaz TM Assignment [executed]#page1.tif source=ACP-Hallmark - Topaz TM Assignment [executed]#page2.tif source=ACP-Hallmark - Topaz TM Assignment [executed]#page3.tif	

TRADEMARK REEL: 004794 FRAME: 0192

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:

Trademark:

U.S. Reg. No.:

Reg. Date:

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]

4831-7089-2559 1

TRADEMARK REEL: 004794 FRAME: 0193 IN TESTIMONY WHEREOF, the Seller has caused its duly authorized officer to execute and deliver this instrument as of June 1, 2012.

	Hallmark Rehabilitation GP, LLC
	By Annu Hirmas
	Name Thurse Thomas
	By: Aguil Hirmas Name: Laurie Thymas Title: President (COO
State of) SS. County of)	
County of)	
, with whom I a satisfactory evidence) and who, upon oath and acting officer of Hallmark Rehabilita	f the state and county aforesaid, personally appeared m personally acquainted (or proved to me on the basis of a acknowledged that such person is a duly elected, qualified ation GP, LLC and that such person executed the foregoing rein, by signing the name of the corporation by such person cer.
IN WITNESS HEREOF	, I hereunto set my hand and seal of my office on June
2012.	SEE ATTACHED
(Seal)	
My Commission University	Notary Public
My Commission Expires:	A. West Landing

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)

Veberah Stonertu

Notary Signature/

DEBORAH GOGERTY COMM. # 1914599 Z
NOTARY PUBLIC - CALIFORNIA SORANGE COUNTY
My Comm. Expires Nov. 27, 2014

Document: Trademark Assignment

TRADEMARK REEL: 004794 FRAME: 0195

RECORDED: 06/04/2012