

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
Thomas Rorabaugh		05/31/2012	INDIVIDUAL:
RECEIVING PARTY DATA			
Name:	SERC Rehabilitation Partners, LLC		
Street Address:	8823 Production Lane		
City:	Ooltewah		
State/Country:	TENNESSEE		
Postal Code:	37363		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2292507	SERC	
Registration Number:	3504998	RETURNING PATIENTS TO THE SPEED OF LIFE	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	bwilson@urpt.com		
Correspondent Name:	Brian G. Wilson		
Address Line 1:	2803 Greystone Commercial Blvd. Suite 18		
Address Line 4:	Birmingham, ALABAMA 35242		
NAME OF SUBMITTER:	Brian G. Willson		
Signature:	/Brian G. Wilson/		
Date:	06/22/2012		
Total Attachments: 3 source=Assignemnet of Service Marks #page1.tif source=Assignemnet of Service Marks #page2.tif source=Assignemnet of Service Marks #page3.tif			

OP \$65.00 2292507

ASSIGNMENT OF REGISTERED SERVICE MARKS AGREEMENT

THIS ASSIGNMENT OF REGISTERED SERVICE MARKS (the "Assignment"), is made and entered into as of the 31st day of May, 2012, by and between Thomas Rorabaugh, an individual ("Assignor"), and SERC Rehabilitation Partners, LLC, a Delaware limited liability company ("Assignee"). Unless the context indicates otherwise, capitalized terms used in this Assignment that are not defined herein shall have the same meanings as in the Purchase Agreement, as hereinafter defined.

RECITALS

WHEREAS, Assignor is the sole owner of (i) that certain registered United States service mark Number 2292507, registered November 16, 1999, by Lampe & Associates, Inc. ("Lampe") and assigned by Lampe to Assignor on March 12, 2012, with regard to the name "SERC" and the goodwill associated therewith, and (ii) that certain registered United States service mark, Number 3504998, registered September 23, 2008, by Lampe and assigned by Lampe to Assignor on March 12, 2012, with regard to the phrase "RETURNING PATIENTS TO THE SPEED OF LIFE" and the goodwill associated therewith (the registered service marks, along with any goodwill associated therewith, and any marks, trade names, logos, domain names, metatags, meta descriptors, electronic mail addresses, server names, search engine markers, name seals, symbols, labels or similar designations that are identical or confusingly similar to the service marks are collectively referred to herein as the "Service Marks"); and

WHEREAS, pursuant to that certain Master Purchase Agreement dated May 31, 2012, between Assignee, Assignor, and the other parties thereto (the "Purchase Agreement"), Assignee will purchase from Assignor and such other parties certain Membership Interests in the Company; and

WHEREAS, a portion of the goodwill of the business of the Company is connected with and symbolized by the Service Marks; and

WHEREAS, in accordance with the provisions of 35 U.S.C. section 261, and in connection with and contingent upon the Closing of the Purchase Agreement, Assignor desires to sell, transfer and assign, and Assignee desires to purchase and accept the transfer and assignment of, the Service Marks and the goodwill of the business of the Company connected with and symbolized by the Service Marks for and in consideration of payment from Assignee of One Hundred Thousand and No/00 Dollars; and

WHEREAS, the parties are entering into this Assignment to reflect such transfer and assignment and the terms and conditions thereof.

NOW, THEREFORE, in consideration of the sum of **ONE HUNDRED THOUSAND AND NO/00 UNITED STATES DOLLAR** paid to Assignor by Assignee, the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Assignment by Assignor. Subject to the contingency stated in Paragraph 3 hereof, Assignor does hereby sell, transfer and assign to Assignee the entire right, title and interest in the Service Marks.

2. Acceptance of Assignment. Subject to the contingency stated in Paragraph 3 hereof, Assignee hereby purchases and accepts the transfer and assignment of the Service Marks.

3. Conditions Precedent to Obligations of Parties Under This Assignment. The Closing of the Purchase Agreement is a condition precedent to the obligation of Assignee to pay the consideration stated herein, and to the sale, transfer and assignment of the Service Marks by Assignor and the acceptance of the same by Assignee.

4. Representations and Warranties of Assignor. Assignor hereby represents and warrants that (i) he owns and is transferring to Assignee the Service Marks free and clear of any encumbrances; (ii) he has the right to sell, transfer and assign the Service Marks to Assignee as set forth herein; and (iii) Assignee's use of the Service Marks as contemplated herein and in connection with the Purchase Agreement will not infringe or otherwise violate the rights of any third party; provided, however, Assignee acknowledges that Lampe previously licensed certain rights to use the Service Marks pursuant to an agreement dated August __ 2006 between Lampe and SERC of Woodland Park, LLC, a Colorado limited liability company.

5. Indemnification. Assignor agrees at its own cost and expense to defend, indemnify and hold harmless Assignee (including, without limitation, Assignee's subsidiaries, affiliates, owners, directors, officers, employees, and agents), harmless from and against any and all loss, liability, claims, suits, actions, proceedings, judgments, awards, damages, and expense (including, without limitation, attorneys' fees) that they, or any of them, may incur or suffer that arise out of or is claimed by the claimant to arise out of (i) any state of facts that would constitute a breach by Assignor of any representation, warranty, covenant, or term of this Assignment or (ii) any allegation that the Service Marks infringe or otherwise violate the trademark, service mark, or other intellectual property rights of any third party. Assignee may, at its own expense, have counsel of its own choice represent Assignee or its affiliates in such matters. However, if Assignor fails promptly and diligently to defend, Assignee may, but will have no obligation to, defend, or settle the same without Assignor's consent and Assignor agrees to pay the costs of defense and/or settlement, including, without limitation, counsel fees, and any judgments, awards and settlements incurred by Assignee and its affiliates related thereto.

6. Captions. The headings and captions used herein for the paragraphs of this Assignment are for reference purposes only, and shall not in any way affect the meaning or interpretation of this Assignment.

7. Counterparts. This Assignment may be executed in two or more counterparts, all of which taken together shall constitute one instrument.

8. Entire Agreement. This Assignment, including the other documents referred to herein which form a part hereof, contains the entire understanding of the parties hereto with respect to the subject matter contained herein and therein.

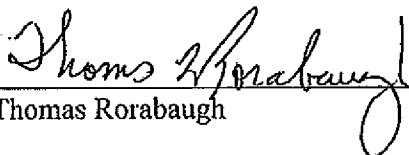
9. Amendments. This Assignment may not be amended, changed, waived or modified orally, but only by an agreement in writing signed by the parties hereto.

10. Severability. In case any provision in this Assignment shall be held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof will not in any way be affected or impaired thereby.

11. Governing Law. This Assignment shall be governed by the laws of the State of Delaware.

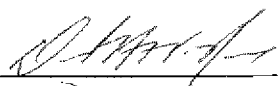
IN WITNESS WHEREOF, the parties have executed this Assignment as of the day and year first above written.

ASSIGNOR:



Thomas Rorabaugh

ASSIGNEE:

By: 

Name: DAVID VAN NAME
Its: CEO