

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
Eye America, LLC		10/01/2012	LIMITED LIABILITY COMPANY: NORTH CAROLINA

RECEIVING PARTY DATA	
Name:	TridentUSA Mobile Clinical Services, LLC
Street Address:	101 Rock Road
City:	Horsham
State/Country:	PENNSYLVANIA
Postal Code:	19044
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 3		
Property Type	Number	Word Mark
Registration Number:	3600845	ON-SIGHT
Registration Number:	3600846	ON-SIGHT SENIOR CARE
Registration Number:	1536948	EYE AMERICA

CORRESPONDENCE DATA	
Fax Number:	6124927077
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	612-492-7306
Email:	ip@fredlaw.com
Correspondent Name:	John Pickerill
Address Line 1:	200 South Sixth Street
Address Line 2:	Suite 4000
Address Line 4:	Minneapolis, MINNESOTA 55402

NAME OF SUBMITTER:	John Pickerill
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OP \$90.00 3600845

Signature:	/John Pickerill/
Date:	10/04/2012
Total Attachments: 5 source=TRIDENTUSA ASSIGNMENT#page1.tif source=TRIDENTUSA ASSIGNMENT#page2.tif source=TRIDENTUSA ASSIGNMENT#page3.tif source=TRIDENTUSA ASSIGNMENT#page4.tif source=TRIDENTUSA ASSIGNMENT#page5.tif	

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("IP Assignment Agreement") is made as of October 1, 2012, by and among TridentUSA Mobile Clinical Services, LLC, a Delaware limited liability company ("Assignee"), Eye America, LLC, a North Carolina limited liability company ("EA"), and On-Sight Continence Care, LLC, a North Carolina limited liability company ("OCC", and collectively with EA, the "Assignors"). Capitalized terms used herein without definitions shall have the respective meanings set forth in the Purchase Agreement (defined below).

WHEREAS, the Assignors, certain members of the Assignors and Assignee have entered into an Asset Purchase Agreement, dated the date hereof (the "Purchase Agreement"); and

WHEREAS, pursuant to the Purchase Agreement, Assignors have agreed to convey to Assignee all of the respective rights, title, and interests that Assignors have (or may be deemed to have) in all of Assignors' Intellectual Property (subject to exclusion of the Excluded Assets), including that listed on Exhibit A attached hereto.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignment. Assignors hereby sell, transfer, convey and assign to Assignee all of Assignors' rights, title and interest in, under and to, all of Assignors' Intellectual Property (subject to exclusion of the Excluded Assets).
2. Successors and Assigns. This IP Assignment Agreement shall bind and inure to the benefit of Assignors and Assignee and their respective successors and assigns.
3. Terms of the Purchase Agreement. Assignors acknowledge and agree that the representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement shall not be superseded by this IP Assignment Agreement but shall remain in full force and effect to the full extent provided in the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms of this IP Assignment Agreement, the terms of the Purchase Agreement shall govern.
4. Further Assurances. Assignors, for themselves and their successors and assigns, hereby covenant and agree to execute and deliver such other documents and instruments of sale, conveyance, assignment, or transfer, and to take such other lawful actions as may be reasonably requested by Assignee or its successors and assigns to more effectively consummate the assignments contemplated by this IP Assignment Agreement.
5. Governing Law; Forum; Waiver of Jury Trial. This IP Assignment Agreement will be governed by and construed in accordance with the laws of the State of Delaware, without regard to the principles of conflicts of law thereof. Any judicial proceeding brought with respect to this IP Assignment Agreement must be brought in any court of competent jurisdiction in the State of Delaware, and, by execution and delivery of this IP Assignment Agreement, each party hereto (a) accepts, generally and unconditionally, the exclusive jurisdiction of such courts and any related appellate court, and irrevocably agrees to be bound by any judgment rendered thereby in connection with this IP Assignment Agreement, and (b) irrevocably waives any objection it may now or hereafter have as to the venue of any such suit, action or proceeding brought in such a court or that such court is an inconvenient forum. Each party hereto waives the right to a jury trial with respect to any dispute related to this IP Assignment Agreement.

6. Counterparts. This IP Assignment Agreement may be executed in two counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties delivered to the other party, it being understood that all parties need not sign the same counterpart. Copies of this IP Assignment Agreement with signatures transmitted by facsimile or electronically (e.g., pdf) shall be deemed to be original signed versions of this IP Assignment Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have executed this Intellectual Property Assignment Agreement to be effective as of the Effective Date.

ASSIGNORS:

EYE AMERICA, LLC

By: *Kenneth Hall*
Its: *PRESIDENT*

ON-SIGHT CONTINENCE CARE, LLC

By: *Kenneth Hall*
Its: *PRESIDENT*

ASSIGNEE:

TRIDENTUSA MOBILE CLINICAL SERVICES, LLC

By: _____
Its: _____

[Signature Page to Intellectual Property Assignment Agreement]

IN WITNESS WHEREOF, the parties have executed this Intellectual Property Assignment Agreement to be effective as of the Effective Date.

ASSIGNORS:

EYE AMERICA, LLC


By: _____
Its:

ON-SIGHT CONTINENCE CARE, LLC

By: _____
Its:

ASSIGNEE:

TRIDENTUSA MOBILE CLINICAL SERVICES, LLC

By:  _____
Its: Vice President

[Signature Page to Intellectual Property Assignment Agreement]

EXHIBIT A
Intellectual Property

Corporate Names
Eye America / On-Sight Senior Care

Telephone/Facsimile Numbers
See attached employee directory which includes provider and other key contact phone/fax numbers.

Trademarks

Trademark	Status	Registration No.	Registration Date
ON-SIGHT	Registered	3600845	April 7, 2009
ON-SIGHT SENIOR CARE	Registered	3600846	April 7, 2009
EYE AMERICA	Registered	1536948	April 25, 1989

Domain Names
www.eyeamerica.com / www.onsightseniorcare.com (including all subdomains)

Websites
The websites located at www.eyeamerica.com and www.onsightseniorcare.com (including all subdomains) and all content and copyright therein.

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