

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	03/02/2010

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SH Franchising, LLC		10/08/2010	LIMITED LIABILITY COMPANY: MARYLAND

RECEIVING PARTY DATA	
Name:	SH Holdings, LLC
Street Address:	8600 LaSalle Road
Internal Address:	Suite 311
City:	Towson
State/Country:	MARYLAND
Postal Code:	21286
Entity Type:	LIMITED LIABILITY COMPANY: MARYLAND

PROPERTY NUMBERS Total: 1		
Property Type	Number	Word Mark
Serial Number:	77947860	SENIOR HELPERS NAVIGATOR

CORRESPONDENCE DATA	
Fax Number:	7037741201
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	7037741214
Email:	mfaunce@plavekoch.com
Correspondent Name:	Marisa D. Faunce
Address Line 1:	12355 Sunrise Valley Drive
Address Line 2:	Suite 230
Address Line 4:	Reston, VIRGINIA 20191

ATTORNEY DOCKET NUMBER:	SENIOR HELPERS
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OP \$40.00 77947860

NAME OF SUBMITTER:	Marisa D. Faunce
Signature:	/Marisa D. Faunce/
Date:	10/08/2012
Total Attachments: 2 source=Final Signed Nunc Pro Tunc Trademark Assignment Agreement - Senior Helpers Navigator#page1.tif source=Final Signed Nunc Pro Tunc Trademark Assignment Agreement - Senior Helpers Navigator#page2.tif	

NUNC PRO TUNC TRADEMARK ASSIGNMENT AGREEMENT

This Nunc Pro Tunc Trademark Assignment Agreement (“Agreement”) is entered into as of the 8th day of October, 2012 by and between SH Franchising, LLC, a Delaware limited liability company, as successor in interest to SH Franchising, LLC, a Maryland limited liability company (“Assignor”) and SH Holdings, LLC, a Delaware limited liability company, as successor in interest to SH Holdings, LLC, a Maryland limited liability company (“Assignee”).

WHEREAS, Assignor was the owner of the service mark SENIOR HELPERS NAVIGATOR with a United States Patent and Trademark Office serial number of 77/947,860 and registration number of 3,889,071 (the “Mark”) on the Assignment Date (defined below);

WHEREAS, Assignee acquired said Mark together with the goodwill associated with such Mark as of the Assignment Date; and

WHEREAS, Assignor and Assignee now wish to confirm and memorialize the earlier assignment of the Mark.

NOW, THEREFORE, for good and valuable consideration, the parties intending to be legally bound, agree as follows:

- 1. Assignment.** Assignor does hereby irrevocably assign to Assignee all rights, title, and interest (including but not limited to, all registration rights with respect to the Mark, all rights to prepare derivative marks, all goodwill and all other rights) in and to the Mark *nunc pro tunc* effective as of March 2, 2010 (the “Assignment Date”).
- 2. Assumption.** Assignee hereby accepts Assignor’s assignment of all rights, title and interest (including but not limited to, all registration rights with respect to the Mark, all rights to prepare derivative marks, all goodwill and all other rights) in and to the Mark *nunc pro tunc* effective as of March 2, 2010.

[Signatures appear on next page]

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

ASSIGNOR:
SH FRANCHISING, LLC
A Delaware Limited Liability Company
As Successor In Interest to
SH FRANCHISING, LLC
A Maryland Limited Liability Company

By: Peter J. Ross
Name: Peter J. Ross
Title: Chief Executive Officer

ASSIGNEE:
SH HOLDINGS, LLC
A Delaware Limited Liability Company
As Successor In Interest to
SH HOLDINGS, LLC
A Maryland Limited Liability Company

By: Peter J. Ross
Name: Peter J. Ross
Title: Chief Executive Officer

SH Assignment Agreement