

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
AROUND THE CLOCK HOMECARE		01/18/2013	LIMITED LIABILITY COMPANY: MINNESOTA
RECEIVING PARTY DATA			
Name:	AROUND THE CLOCK HOMECARE		
Street Address:	2257 LOUISIANA AVENUE SOUTH		
City:	ST. LOUIS PARK		
State/Country:	MINNESOTA		
Postal Code:	55426		
Entity Type:	LIMITED LIABILITY COMPANY: MINNESOTA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4135525	AROUND THE CLOCK HOME CARE	
CORRESPONDENCE DATA			
Fax Number:	6514729103		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	651-472-9103		
Email:	messien@essienlaw.com		
Correspondent Name:	Michael A. Essien		
Address Line 1:	7060 Valley Creek Plz		
Address Line 2:	Suite 115		
Address Line 4:	St. Paul, MINNESOTA 55125		
ATTORNEY DOCKET NUMBER:	10036-02		
NAME OF SUBMITTER:	Michael A. Essien		
Signature:	/Mike Essien/		

OP \$40.00 4135525

Date:

01/31/2013

Total Attachments: 3

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ASSET TRANSFER AGREEMENT

THIS BUSINESS CONTINUATION AND ASSET TRANSFER AGREEMENT ("Agreement"), is made this 18th day of January 2013 ("Effective Date") by and between Evaristus Ejimadu as last manager of Around the Clock Home Care Group, LLC, a dissolved Minnesota limited liability company, whose place of business was 2257 Louisiana Avenue South, Saint Louis Park, Minnesota 55426 ("OLDCO") and Around the Clock Home Care Group, LLC, a Minnesota limited liability company with a place of business at 2257 Louisiana Avenue South, Saint Louis Park, Minnesota 55426 ("NEWCO").

RECITALS

WHEREAS, the purpose of the Agreement is to memorialize the continuation of operations and transfer of assets of the dissolved OLDSCO to NEWSCO, which was effective as of April 16, 2012;

WHEREAS, NEWSCO and its predecessor company, OLDSCO, has been and is currently engaged in certain home health care business and other businesses other than home health care services;

WHEREAS OLDSCO was organized as a limited liability company and had continuously and conspicuously operated as such prior to and since April 15, 2002, but was inadvertently organized as a 10-year company;

WHEREAS OLDSCO, even as a single-member limited liability company managed by Evaristus Ejimadu, was not designed nor operated to be dissolved after ten (10) years;

WHEREAS all aspects of OLDSCO operations, including meeting of obligations, have continued uninterrupted under NEWSCO;

WHEREAS NEWSCO is willing to indemnify and be responsible for all aspects of OLDSCO business and operations for all periods including the intervening periods between OLDSCO dissolution and NEWSCO organizational date of October 5, 2012;

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

1. Transfer of Assets. OLDSCO hereby agrees to transfer, assign, convey, release and deliver to NEWSCO, and NEWSCO agrees to receive all of OLDSCO's rights, title and interest under,

in and to all contracts, accounts receivables, assets of OLDSCO (referenced or unreferenced herein); and NEWSCO agrees to be bound by all of the terms and conditions of OLDSCO under the transferred assets ("Transferred Assets") in each case arising from and after the date of dissolution of OLDSCO and relating to the period from and after the Effective Date.

2. Assumed Liabilities and Obligations. OLDSCO assigns to NEWSCO and NEWSCO hereby assumes and agrees to pay, satisfy, perform and discharge, as if OLDSCO had been operated by NEWSCO from the commencement of the business and had never been owned by OLDSCO or dissolved by any action, whether or not inadvertent; all of the obligations and liabilities arising out of or relating to the business or the Transferred Assets, known or unknown, accrued, absolute, contingent or otherwise, whether arising from pending or threatened claims against OLDSCO related to the business or the Transferred Assets, whether arising as a result of the transactions contemplated hereby, whether existing at the dissolution date and up to the Effective Date or arising at any time or from time to time after the Effective Date, and whether based on circumstances, events or actions arising theretofore or thereafter, and whether or not such obligations and liabilities shall have been disclosed herein or reflected on the books and records of the business.

3. Books and Records. OLDSCO agrees that all original licenses, permits, contracts, books and records which relate to the business or the Transferred Assets shall continue in the possession of NEWSCO and inure to NEWSCO's benefit as if NEWSCO was in business as OLDSCO and OLDSCO was not dissolved.

4. Indemnification. NEWSCO hereby agrees to indemnify, defend and hold harmless OLDSCO and any member, officer, employee, agent or representative of OLDSCO (the "Indemnitees") from and against all loss, liability, claim, damage, cost or expense asserted against, imposed upon or incurred by the Indemnitees or any Indemnitee, resulting from, relating to or arising out of the business, whether arising prior to or after the Effective Date. In the event that NEWSCO is obligated to make any payment under this Section, NEWSCO will be subrogated to any and all rights that OLDSCO has or will have against any third party with respect to the claim or event giving right to such payment. Such rights of subrogation shall include, but are not limited to, the right to enforce or use any right or remedy which OLDSCO now has or may hereafter have against any third party in connection with the claim or event giving rise to such payment, whether pursuant to a separation agreement or otherwise.

5. Miscellaneous.

5.1. Notices. All notices, billings, requests, demands, approvals, consents, and other communications which are required or may be given under this Agreement shall be in writing and will be deemed to have been duly given if delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid to the parties at their respective addresses set forth below:

OLDSCO:
Evaristus Ejimadu.
2257 Louisiana Avenue South
Saint Louis Park, MN 55426

NEWSCO:
Attn: Evaristus Ejimadu
2257 Louisiana Avenue South
Saint Louis Park, MN 55426

5.2. Assignment. This Agreement shall not be assignable except with the prior written consent of the other party to this Agreement.

5.3. Governing Law. This Agreement shall be governed by and construed under the laws of the State of Minnesota without regard to its provisions concerning conflict of laws. The parties agree that any action that is brought under this Agreement shall be brought in the State of Minnesota.

5.4. Headings. The section headings used in this Agreement are for convenience of reference only and will not be considered in the interpretation or construction of any of the provisions thereof.

5.5. Amendments; Waivers. No amendment, waiver of compliance with any provision or condition hereof, or consent pursuant to this Agreement, will be effective unless evidenced by an instrument in writing signed by the parties.

5.6. Severability. If any terms or provisions hereof or the application thereof to any circumstances shall be found by any court having jurisdiction to be invalid or unenforceable to any extent, such term or provision shall be ineffective to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable the remaining terms and provisions hereof or the application of such term or provision to circumstances other than those as to which it is held invalid or unenforceable.

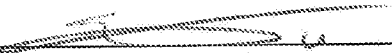
5.7. Further Assurances. Subject to the provisions hereof, the parties hereto shall make, execute, acknowledge and deliver such other instruments and documents, and take all such other actions, as may be reasonably required in order to effectuate the purposes of this Agreement and to consummate the transactions contemplated hereby.

5.8. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which, together, shall constitute one and the same instrument.

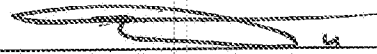
5.9. No Third Party Beneficiaries. The provisions of this Agreement are for the sole benefit of NEWCO and OLDSCO and will not, except to the extent otherwise expressly stated herein, inure to the benefit of any third party.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date shown below and effective as of the Effective Date as written above.

OLDSCO
EVARISTUS EJIMADU/
AROUND THE CLOCK HOME CARE GROUP, LLC

By: 
Name: Evaristus Ejimadu
Title: Last Member/Manager
Date: 1/18/2013

NEWCO
AROUND THE CLOCK HOME CARE GROUP, LLC.

By: 
Name: Evaristus Ejimadu
Title: Chief Manager
Date: 1/18/2013