

## 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
Concentric Health Care LLC		08/31/2011	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Concentric Partners LLC		
Street Address:	175 Varick Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10014		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77643780	CONCENTRIC	
CORRESPONDENCE DATA			
Fax Number:	9142880023		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	914-821-9073		
Email:	sloane@leasonellis.com		
Correspondent Name:	Peter S. Sloane		
Address Line 1:	One Barker Avenue, Fifth Floor		
Address Line 4:	White Plains, NEW YORK 10601		
ATTORNEY DOCKET NUMBER:	04713/809420-000		
NAME OF SUBMITTER:	Peter S. Sloane		
Signature:	/peter sloane/		

OP \$40.00 77643780

Date:

03/28/2013

Total Attachments: 4

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**CONTRIBUTION AGREEMENT**  
**(GENERAL ASSIGNMENT, BILL OF SALE AND ASSUMPTION AGREEMENT)**

THIS CONTRIBUTION AGREEMENT (GENERAL ASSIGNMENT, BILL OF SALE AND ASSUMPTION AGREEMENT) (this "*Agreement*") dated as of August 31, 2011, is made and entered into by and between CONCENTRIC HEALTH CARE LLC, a Delaware limited liability company ("*Concentric Holding*"), and CONCENTRIC PARTNERS LLC, a Delaware limited liability company (the "*Company*").

**WITNESSETH:**

WHEREAS, the Company was formed on June 20, 2011, and Concentric Holding is currently its sole member and owns 100% of the membership interests in the Company;

WHEREAS, Concentric Holding wishes to make the capital contribution described herein to the Company;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

Section 1. **Capital Contribution of Concentric Holding.** As a contribution to capital, except for the Excluded Assets set forth in Section 2, Concentric Holding hereby irrevocably transfers, conveys, assigns and delivers to the Company all of Concentric Holding's right, title and interest in, to and under the following properties, rights and assets, as the same exist on the date hereof (the "*Assets*"), free and clear of all liens, except for the lien(s) listed on Schedule I:

(xi) Intangible Personal Property. All patents and patent rights, trademarks and trademark rights, tradenames and tradename rights, service marks and service mark rights, service names and service name rights, copyright and copyright rights, Internet domain names, trade secrets and trade secret rights, rights of privacy and publicity, and other proprietary intellectual property rights and all pending applications for and registrations of any of the foregoing, used or held for use by Concentric Holding (including Concentric Holding's goodwill therein), and all

rights, privileges, claims, causes of action and options relating or pertaining to the business of Concentric Holding or the Assets, including but not limited to the name "Concentric" or any variation thereof;

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed, as of the day and year first written.

**CONCENTRIC HEALTH CARE LLC**

By: *K. Baggett*  
Name: *Karen Baggett Jr.*  
Title: *CO-CEO*

**CONCENTRIC PARTNERS LLC**

By: *K. Baggett*  
Name: *Karen Baggett Jr.*  
Title: *CO-CEO*