

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
Tatmar L.L.C.		08/30/2013	LIMITED LIABILITY COMPANY: MICHIGAN
RECEIVING PARTY DATA			
Name:	AAMP of Florida, Inc.		
Street Address:	13190 56th Court		
City:	Clearwater		
State/Country:	FLORIDA		
Postal Code:	33760		
Entity Type:	CORPORATION: FLORIDA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4373327	INTRAPHEX	
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:	612-492-7000		
Email:	ip@fredlaw.com		
Correspondent Name:	Patricia A. Larson, Senior Paralegal		
Address Line 1:	Fredrikson & Byron, P.A.		
Address Line 2:	200 S. Sixth Street, Suite 4000		
Address Line 4:	Minneapolis, MINNESOTA 55402-1425		
NAME OF SUBMITTER:	Patricia A. Larson		
Signature:	/Patricia A. Larson/		
Date:	08/30/2013		

OP \$40.00 4373327

Total Attachments: 5

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This **INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT** ("IP Assignment Agreement") is made and entered into as of August 30, 2013, by and between Tatmar L.L.C. (DBA Intraphex), a Michigan limited liability company ("Seller"), and AAMP of Florida, Inc., a Florida corporation ("Buyer") pursuant to, and subject to the terms of, that certain Asset Purchase Agreement, by and among Buyer, Seller and the other parties as set forth therein, of even date herewith (the "Purchase Agreement"). Capitalized terms used but not defined herein shall have the meanings set forth in the Purchase Agreement.

WHEREAS, pursuant to the Purchase Agreement, Seller has agreed to convey to Buyer all of its rights, title, and interests in and to all of the Seller Intellectual Property Rights, including those 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. Seller does hereby absolutely, irrevocably and unconditionally sell, assign, convey, transfer and deliver to Buyer, its successors and assigns, all of Seller's right, title and interest in and to the Seller Intellectual Property Rights. This is a transfer and conveyance by Seller to Buyer of good and valid title to the Seller Intellectual Property Rights, free and clear of all Liens except Permitted Liens.

2. Buyer does hereby accept the assignment set forth above.

3. This IP Assignment Agreement may not be amended or terminated except by a written instrument duly signed by each of the parties hereto. This IP Assignment Agreement shall inure to the benefit of, and be binding upon, each of the parties hereto and their respective successors and assigns.

4. Nothing in this IP Assignment Agreement, expressed or implied, is intended or shall be construed to confer upon or give to any person, firm or corporation other than Buyer and Seller, their successors and assigns, any remedy or claim under or by reason of this instrument or any term, covenant or condition hereof, and all of the terms, covenants, conditions, promises and agreements contained in this instrument shall be for the sole and exclusive benefit of Buyer and Seller, their successors and assigns.

5. This IP Assignment and the relations between the parties hereunder will be governed by and construed and enforced in accordance with the Laws of the State of Delaware, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Delaware or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of Delaware. Any judicial proceeding brought with respect to this IP Assignment must be brought in any court of competent jurisdiction in the State of Delaware. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY

RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS IP ASSIGNMENT.

6. Nothing in this IP Assignment Agreement supersedes, expands, or extinguishes any of the obligations, agreements, covenants, representations or warranties of Seller or the other parties contained in the Purchase Agreement. This IP Assignment Agreement shall be subject to the terms, conditions and covenants set forth in the Purchase Agreement and any conflict or inconsistency exists between this IP Assignment Agreement and the Purchase Agreement, then the terms of the Purchase Agreement shall control.

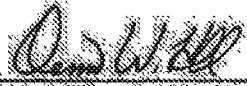
7. This IP Assignment may be executed in separate counterparts, and when executed, all of such counterparts will constitute a single original instrument, effective in the same manner as if all parties hereto had executed one and the same instrument. Signatures delivered by facsimile transmission or via electronic transmission (in .pdf or other similar form) shall be deemed originals for all purposes

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this IP Assignment Agreement to be duly executed as of the date and year first written above.

BUYER:

AAMP OF FLORIDA, INC.

By: 
Dennis W. Hill, Vice President and
Chief Financial Officer

SELLER:

TATMAR L.L.C. (DBA INTRAPHEX)

By: _____
Its: _____

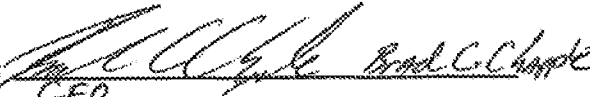
[Signature Page to Intellectual Property Assignment Agreement]

IN WITNESS WHEREOF, the parties have caused this IP Assignment Agreement to be duly executed as of the date and year first written above.

BUYER: **AAMP OF FLORIDA, INC.**

By: _____
Dennis W. Hill, Vice President and
Chief Financial Officer

SELLER: **TATMAR L.L.C. (DBA INTRAPHEX)**

By:  _____
Its: CEO

[Signature Page to Intellectual Property Assignment Agreement]

EXHIBIT A
Intellectual Property

Trademark Registration:

U.S. Trademark Reg. No. 4,373,327 for "INTRAPHEX".

Registered domain names:

intraphex.biz
intraphex.us
intraphexnavigation.co
intraphex.com
intraphex.info
intraphex.mobi
intraphex.net
intraphex.org
intraphexnavigation.com
add-a-nav.com
addanav.com

Social Media:

Facebook@
Twitter
YouTube

<https://www.facebook.com/intraphex.navigation>
https://twitter.com/Intraphex_Nav
<http://www.youtube.com/user/DirectusNavigation>
<http://www.youtube.com/watch?v=-mTA27EkA2g>

Logo:

The logo for INTRAPHEX™ is rendered in a bold, italicized, sans-serif font. The letters are filled with a dense, cross-hatched or stippled pattern, giving it a textured, three-dimensional appearance. A registered trademark symbol (TM) is located at the top right of the word.

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