

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
WELLCARE, INC.		09/18/2013	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	KNPW, LLC		
Street Address:	23121 PLAZA POINTE DRIVE		
Internal Address:	SUITE 106		
City:	LAGUNA HILLS		
State/Country:	CALIFORNIA		
Postal Code:	92653		
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3496768	CARE TO STAY HOME	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	9497888900		
Email:	alm@oswald-yap.com		
Correspondent Name:	Alexandru Margaritescu		
Address Line 1:	16148 Sand Canyon Avenue		
Address Line 4:	Irvine, CALIFORNIA 92618		
NAME OF SUBMITTER:	Alexandru Margaritescu		
Signature:	/Alexandru Margaritescu/		
Date:	01/13/2014		

OP \$40.00 3496768

Total Attachments: 4

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment"), is made and entered into as of September 18, 2013 ("Effective Date"), by and between Wellcare, Inc., a California corporation ("Assignor"), and KNPW, LLC, a California limited liability company ("Assignee"). Assignor and Assignee shall sometimes be referred to individually as the "Party" or collectively as the "Parties."

WHEREAS, Assignor common law and federally registered trademarks and/or service marks identified on Schedule A hereto (collectively, "Trademarks"), including the goodwill of the business connected with the use of, and symbolized by, said marks.

WEHREAS, the Parties have executed that certain Asset Purchase Agreement ("Purchase Agreement") of even date whereby Assignee purchased all intellectual property of the Assignor, including but not limited to the Trademarks;

WHEREAS, Assignor wishes to assign and Assignee desires to acquire Assignor's entire ownership rights and priority in and to the Trademarks, together with the goodwill of the business that the Trademarks symbolizes.

NOW, THEREFORE, pursuant to the terms of the Purchase Agreement, and for good and valuable consideration exchanged, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Assignment. Assignor assigns to Assignee, its successors and assigns, Assignor's entire ownership rights and priority in and to the Trademarks and all common law rights therein, together with the goodwill of the business in connection with which such trademark is used; all rights to all state or federal registrations and applications which may have been or may be filed or issued with respect to the Trademarks and any renewals thereof; all licenses, income, royalties, damages, and payments, now or hereafter due or payable with respect to the Trademarks; all causes of action, either in law or equity, and the right to sue, counterclaim and recover for past, present and future infringement, misappropriation, or dilution of the Trademarks against any third party and all rights corresponding thereto throughout the world. Effective immediately, Assignor shall permanently discontinue the use of the Trademarks and deliver any and all materials in its possession bearing the Trademarks to Assignee.

2. Further Assurances. Assignor shall timely execute and deliver any additional documents and perform such additional acts necessary or desirable to record, perfect and maintain the interest of Assignee in and to the Trademarks, and shall not enter into any agreement in conflict with this Assignment. Assignor shall not engage or enter into any transaction that may harm, threaten or jeopardize the goodwill and ownership interests in the Trademarks held by Assignor henceforth. Assignor covenants with Assignee, its successors and assigns, that no assignment, grant, mortgage, license, or other agreement affecting the rights and property herein conveyed has been made to others by Assignor and that the full right to convey the same as herein expressed is possessed by Assignor. Assignor hereby requests the Commissioner of Patents and Trademarks of the United States of America, whose duty it is to issue trademark registrations, to

issue the Certificate of Registration or Renewal or to record assignments, for any registration of the Trademark to Assignee, its successors, and assigns, in accordance with the terms of this Assignment.

3. Governing Law. This Agreement shall be governed in accordance with the internal laws of the State of California and the laws of the United States.

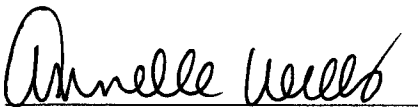
4. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed by their duly authorized officers as of the date and year indicated above in Irvine, California.

ASSIGNOR:


Wellcare, Inc.,
a California corporation

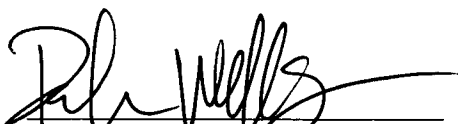
By: 
Mark C. Wells, President

By: 
Annelle Wells, Vice President

ASSIGNEE:

KNPW, LLC,
a California limited liability company

By: 
Kraig M. Nakano, President

By: 
Parker R. Wells, Vice President

SCHEDULE A

Trademarks and Service Marks Assigned by Wellcare, Inc.
to
KNPW, LLC

Marks:

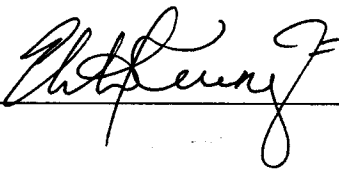
1. CARE TO STAY HOME, registered in the United States Patent and Trademark Office, Registration No. 3496768, dated September 2, 2008
2. Any and all common law rights to the trademark CARE TO STAY HOME

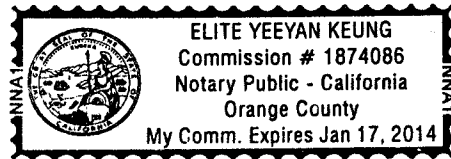
State of California)
County of Orange)

On December 12, 2013 before me, Elite Yeeyan Keung, Notary Public, personally appeared Kraig M. Nakano and Parker R. Wells, who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY of PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature 



State of California)
County of Orange)

On Jan 2, 2014 before me, Elite Yeeyan Keung, Notary Public, personally appeared Mark C. Wells and Annelle Wells, who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY of PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature 