

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
The Evercare Company		01/21/2014	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	Sweep Acquisition Company
Street Address:	25101 Chagrin Boulevard
City:	Cleveland
State/Country:	OHIO
Postal Code:	44122
Entity Type:	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark
Registration Number:	3012046	OPTIMESH
Registration Number:	3120814	LITTLE THINGS. BIG DIFFERENCES.
Serial Number:	78267016	LITTLE THINGS, BIG DIFFERENCES

**CORRESPONDENCE DATA**

Fax Number: 4045726999  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 404-572-6798  
 Email: susan.murphy@bryancave.com  
 Correspondent Name: BRYAN CAVE LLP  
 Address Line 1: 1201 West Peachtree Street, NW  
 Address Line 2: One Atlantic Center, 14th Floor  
 Address Line 4: Atlanta, GEORGIA 30309-3488

ATTORNEY DOCKET NUMBER:	0350474
NAME OF SUBMITTER:	John C. Bush

CH \$90.00 3012046

Signature:	/John C. Bush/
Date:	01/22/2014
Total Attachments: 4 source=Trademark Assignment#page1.tif source=Trademark Assignment#page2.tif source=Trademark Assignment#page3.tif source=Trademark Assignment#page4.tif	

## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "*Assignment*") is made as of January 17, 2014 (the "Effective Date"), by and between **The Evercare Company**, a Delaware corporation, having a place of business at 3440 Preston Ridge Road, Suite 650, Alpharetta, GA 30005 ("*Assignee*"), and **Sweep Acquisition Company**, a Delaware corporation, having a place of business at 25101 Chagrin Boulevard, Suite 350, Cleveland, OH 44122 ("*Assignor*").

WHEREAS, Assignor and Assignee are parties to that certain Purchase and Sale Agreement, dated as of November 22, 2013 (the "*Purchase Agreement*"), pursuant to which Assignor agreed to contribute and Assignee agreed to receive the "Transferred Intellectual Property," as defined in the Purchase Agreement;

WHEREAS, the Purchase Agreement and Side Agreement listed various United States and foreign trademarks and trademark applications, including those on Schedule A hereto, as constituting "Transferred Intellectual Property" under the Purchase Agreement, and the goodwill associated with all of the foregoing (collectively, the "*Trademarks*"); and

WHEREAS, the Trademarks listed in Schedule A were not intended to be part of the Purchase Agreement. Assignee, at its request and direction, wishes to make clear that the Trademarks in Schedule A should remain in its possession, and to the extent necessary, Assignor wishes to assign all of Assignor's right, title, and interest in and to the Trademarks and their accompanying goodwill to the extent that Assignor has the right, title, and interest to do so.

NOW, THEREFORE, for good and valuable consideration (including the premises and covenants set forth in the Purchase Agreement), the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Assignor hereby irrevocably sells, assigns, transfers, and sets over to Assignee all of Assignor's right, title, and interest in and to the Trademarks in Schedule A, together with the goodwill of the business in connection with which the Trademarks are used, and all registrations, renewals, and extensions of the foregoing, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made, together with all income, royalties, damages, or payments due or payable as of the Effective Date or thereafter related to any of the foregoing, including, without limitation, all claims for damages by reason of past, present, or future infringement or other unauthorized use of the Trademarks, with the right to sue for and collect the same for Assignee's own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives.

Assignor authorizes and requests the United States Commissioner of Patents and Trademarks and any other similar government authority to record Assignee as owner of the Trademarks and issue any and all registrations issued thereon to Assignee, as assignee of the entire right, title, and interest in, to, and under the same, for the sole use and enjoyment of Assignee and its successors, assigns, or other legal representatives.

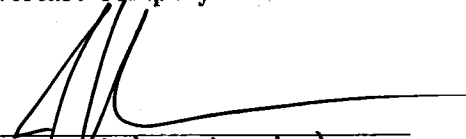
Assignor shall provide Assignee, its successors, assigns, or other legal representatives, cooperation and assistance at Assignee's request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney, or other documentation) as may be reasonably required in the implementation or perfection of this Assignment and in the preparation and prosecution of any application for registration or renewal of a registration covering any of the Trademarks. Assignee will bear all costs, expenses and/or fees associated with the assignment, recordation and/or perfection of this Assignment, including reimbursing Assignor for any reasonable or verifiable costs, expenses and/or fees it has or may reasonably incur relating to the assignment, recordation and/or perfection of the assignment of the Trademarks listed in Schedule A hereto.

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

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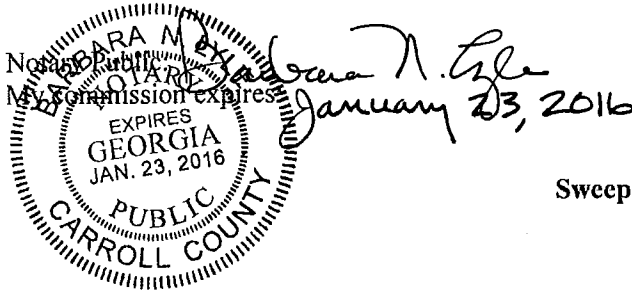
IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed as of the date first above written.

**The Evercare Company**


By:   
Name: John H. Mosher  
Title: Treasurer

STATE OF GEORGIA )  
  ) SS:  
COUNTY OF FULTON )

On this 21<sup>st</sup> day of January, 2014, personally appeared before me John H. Mosher known to me to be Treasurer of The Evercare Company, who acknowledged that he/she signed this instrument as a free act on behalf of The Evercare Company.



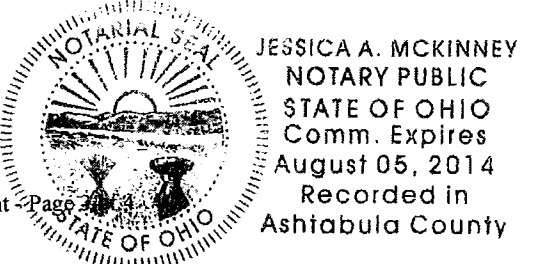
**Sweep Acquisition Company**

By:   
Name: A. Malachi Mixon IV  
Title: Secretary

STATE OF Ohio )  
  ) SS:  
COUNTY OF Cuyahoga )

On this 17<sup>th</sup> day of Jan, 2014 personally appeared before me A. Malachi Mixon IV, known to me to be Secretary of Sweep Acquisition Company, who acknowledged that he/she signed this instrument as a free act on behalf of Sweep Acquisition Company.

Notary Public:   
My commission expires: 8/5/14



COI-1501587

**SCHEDULE A**  
**TRADEMARKS AND TRADEMARK APPLICATIONS**

(i) Registered Trademarks and Trademark Applications

Country	Mark	App. No.	Reg. No.	Status
CANADA	LITTLE THINGS, BIG DIFFERENCES	1200073	TMA678428	Active
CANADA	OPTIMESH	1195330	TMA625909	Active
U.S.	OPTIMESH	78291722	3012046	Active

(ii) Abandoned, Cancelled or Lapsed Trademarks and Trademark Applications

Country	Mark	App. No.	Reg. No.	Status
U.S.	LITTLE THINGS, BIG DIFFERENCES	78267016		Not active
U.S.	LITTLE THINGS, BIG DIFFERENCES	78976777	3120814	Not active