

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM306810

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CareNext, LLC		05/23/2014	LIMITED LIABILITY COMPANY: NEW YORK
RECEIVING PARTY DATA			
Name:	CareNext Post-Acute LLC		
Street Address:	400 Buckwalter Place Boulevard		
City:	Bluffton		
State/Country:	SOUTH CAROLINA		
Postal Code:	29910		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3169647	CARENEXT	
Registration Number:	4198553	BREATH FOR LIFE	
Registration Number:	4314307	CARENEXT CONTINUITY	
CORRESPONDENCE DATA			
Fax Number:			
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>		
Email:	mmakover@paulweiss.com, dewilliams@paulweiss.com		
Correspondent Name:	Matthew S. Makover		
Address Line 1:	1285 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10019-6064		
ATTORNEY DOCKET NUMBER:	20850-001		
NAME OF SUBMITTER:	Matthew S. Makover		
SIGNATURE:	/Matthew S. Makover/		
DATE SIGNED:	06/05/2014		
Total Attachments: 6			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (the "Assignment") dated and effective as of May 23, 2014, is made by and between CareNext, LLC a New York limited liability company (the "Assignor"), and CareNext Post-Acute LLC, a Delaware limited liability company (the "Assignee").

WITNESSETH:

WHEREAS, Assignor and an affiliate of Assignee entered into that certain Asset Purchase Agreement, dated as of the date hereof (the "APA");

WHEREAS, pursuant to the APA, Assignee has agreed to purchase and accept, and Assignor has agreed to transfer and assign to the Assignee, all of the Assignor's right, title and interest in, to and under the registered trademarks listed on Schedule A hereto and including all goodwill associated therewith (the "Trademarks"); and

WHEREAS, all capitalized terms used, but not defined, in this Assignment shall have the same meanings as are given to such terms in the APA.

NOW, THEREFORE, in consideration of the premises and covenants set forth herein and in the APA and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1.1 Assignment. The Assignor hereby sells, transfers, conveys, assigns and delivers to the Assignee, and the Assignee hereby purchases, acquires and accepts from the Assignor, all of the Assignor's right, title and interest in, to and under the Trademarks, including, but not limited to, the goodwill associated therewith and the exclusive rights to (a) bring actions, defend against or otherwise recover for infringements, and the right to the profits or damages due or accrued, arising out of or in connection with any and all past, present or future infringements of the Trademarks, (b) apply for, make filings with respect to and maintain all registrations, renewals and extensions thereof, and (c) any other rights of any kind whatsoever of the Assignor accruing thereunder as of the date hereof.

Section 1.2 Cooperation. This Assignment has been executed and delivered by the Assignor for the purpose of recording the assignment herein with the appropriate government entity. At the Assignee's sole cost and expense, the Assignor shall execute and deliver such other documents and take all other actions which the Assignee, its successors and/or assigns may reasonably request to effect the terms of this Assignment and to perfect the Assignee's right, title and interest in and to the Trademarks, including, without limitation, its recordation in relevant state and national trademark offices.

Section 1.3 EXCLUSION OF WARRANTIES. EXCEPT AS EXPRESSLY PROVIDED IN THE APA AND THE ANCILLARY AGREEMENTS, THERE ARE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THIS ASSIGNMENT OR THE SUBJECT MATTER HEREOF, AND ANY REPRESENTATIONS OR WARRANTIES RELATING TO THIS ASSIGNMENT OR THE SUBJECT MATTER HEREOF ARE HEREBY DISCLAIMED.

Section 1.4 APA Controls. This Assignment is subject in all respects to the provisions of the APA. In the event of a conflict between the provisions of this Assignment and the provisions of the APA, the provisions of the APA shall govern and control without limitation.

Section 1.5 No Waiver or Modification. This Assignment is executed and delivered pursuant to, and to effect the transactions contemplated by, the APA, subject to the representations, warranties, covenants and other provisions thereof. Nothing contained herein shall release the Seller, the Guarantors or the Purchaser from any of their respective obligations under the APA or in any way diminish, limit or modify any of the representations, warranties, indemnities, covenants or agreements of such parties set forth in the APA. No provision set forth in this Assignment shall be deemed to enlarge, alter or amend the terms or provisions of the APA.

Section 1.6 Amendments. No amendment to this Assignment shall be effective unless it shall be in writing and signed by each party hereto.

Section 1.7 Successors and Assigns; Third-Party Beneficiaries. This Assignment shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. Nothing in this Assignment shall create or be deemed to create any third party beneficiary rights in any Person not a party to this Agreement. No assignment of this Assignment or of any rights or obligations hereunder may be made by (i) the Assignor or (ii) the Assignee, directly or indirectly (by operation of law or otherwise), without the prior written consent of (i) the Assignor or (ii) the Assignee, respectively, and any attempted assignment without the required consents shall be void. Upon any such permitted assignment, the references in this Assignment to the assigning party shall apply to any such assignee unless the context otherwise requires.

Section 1.8 Severability. Any term or provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction. If any provision of this Agreement is so broad as to be unenforceable, the provision shall be interpreted to be only so broad as is enforceable.

Section 1.9 Governing Law. This Assignment shall be governed by, and construed in accordance with, the laws of the State of Delaware, without regard to the provisions thereof regarding conflicts of law that would result in the application of the laws of other jurisdictions.

Section 1.10 Consent to Service of Process; Waiver of Jury Trial.

(a) Each party hereto submits to the exclusive jurisdiction of the Court of Chancery of the State of Delaware in and for New Castle County or, if the Court of Chancery lacks subject matter jurisdiction, in another court of the State of Delaware, County of New Castle, or in the United States District Court for the District of Delaware, for the purposes of any suit, action or other proceeding arising out of this Agreement and any transactions contemplated hereby. Each party hereto further agrees that the service of any process, summons, notice or document by U.S. registered mail to such Person's respective address set forth in the APA shall be effective service of process for any such action, suit or proceeding brought in any such court. Each party hereto irrevocably and unconditionally waives (and agrees not to plead or claim) any objection to the laying of venue of any action, suit or proceeding arising out of this Assignment and any transactions contemplated hereby in the courts referred to in the first sentence of this Section 1.8(a), or that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum.

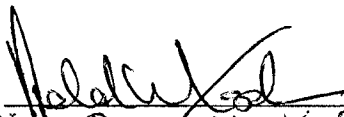
(b) EACH PARTY HERETO WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS ASSIGNMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

Section 1.11 Counterparts. This Assignment may be executed in multiple counterparts, each of which will be deemed to be an original copy of this Assignment and all of which, when taken together, will be deemed to constitute one and the same agreement. Delivery of an executed counterpart of this Assignment by facsimile or other electronic communication shall be effective as delivery of a manually executed counterpart of this Assignment.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed by their respective officers thereunto duly authorized, as of the date first above written.

CARENEXT, LLC

By: 
Name: RICHARD W KAPLAN
Title: PRESIDENT

CARENEXT POST-ACUTE LLC

By: _____
Name:
Title:

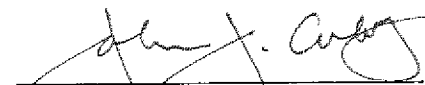
[Signature Page to Trademark Assignment Agreement]

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed by their respective officers thereunto duly authorized, as of the date first above written.

CARENEXT, LLC

By: _____
Name:
Title:

CARENEXT POST-ACUTE LLC

By: 
Name: JOHN J. ARLOTTA
Title: CEO

Trademarks

- CARENEXT, U.S. Reg. No. 3169647, Reg. Date 11/7/2006
- BREATH FOR LIFE, U.S. Reg. No. 4198553, Reg. Date 8/28/2012
- CARENEXT CONTINUITY, U.S. Reg. No. 4314307, Reg. Date 4/2/2013