

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM310186

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
All Care In Home Support Service, Inc.		07/02/2014	CORPORATION: OREGON
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Mid Rogue Independent Physician Association, Inc.		
<b>Street Address:</b>	740 SE 7th Street		
<b>City:</b>	Grants Pass		
<b>State/Country:</b>	OREGON		
<b>Postal Code:</b>	97526		
<b>Entity Type:</b>	CORPORATION: OREGON		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85817592	ALL CARE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	5032247324		
<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>			
<b>Phone:</b>	5032246440		
<b>Email:</b>	mbaumann@dunncarney.com		
<b>Correspondent Name:</b>	Merrill J. Baumann, Jr.		
<b>Address Line 1:</b>	851 SW Sixth Avenue		
<b>Address Line 2:</b>	Suite 1500		
<b>Address Line 4:</b>	Portland, OREGON 97204		
<b>NAME OF SUBMITTER:</b>	Merrill J. Baumann, Jr.		
<b>SIGNATURE:</b>	/merrillbaumann/		
<b>DATE SIGNED:</b>	07/09/2014		
<b>Total Attachments: 3</b>			
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**EXHIBIT B**

**TRADEMARK ASSIGNMENT**

This Trademark Assignment ("Assignment") is effective as of the 2 day of July, 2014, by and between **ALL CARE IN HOME SUPPORT SERVICE, INC.**, an Oregon corporation (the "Assignor"), and **MID ROGUE IPA HOLDING COMPANY, INC.**, an Oregon corporation (the "Assignee").

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does, pursuant to that certain Trademark Purchase, Sale and License Back Agreement entered into between the parties concurrently with this Assignment, hereby assign, transfer, and convey to Assignee all right, title, and interest that Assignor may have acquired in and to the trademarks shown on the attached Schedule, including:

- (a) all goodwill of the business appertaining to and symbolized by said trademarks;
- (b) the right to sue for all past, present, and future infringement of said trademarks by third parties; and
- (c) the rights of Assignor in and to the applications for and registrations of said trademarks specified on the attached Schedule, including all rights of priority with respect thereto.

Assignor agrees to take all further actions reasonably requested by Assignee to effectuate the transfer intended by this assignment.

EXECUTED and DELIVERED by Assignor to have effect from and after the date first set forth above.

**ALL CARE IN HOME SUPPORT SERVICE, INC. (Assignor)**

.....  
 By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

Assignee hereby accepts the above assignment.

**MID ROGUE IPA HOLDING COMPANY, INC., (Assignee)**

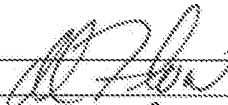
.....  
 By:   
 Name: DOUGLAS L. FLOW  
 Title: CEO

EXHIBIT B  
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- (c) the rights of Assignor in and to the applications for and registrations of said trademarks specified on the attached Schedule, including all rights of priority with respect thereto.

Assignor agrees to take all further actions reasonably requested by Assignee to effectuate the transfer intended by this assignment.

EXECUTED and DELIVERED by Assignor to have effect from and after the date first set forth above.

ALL CARE IN HOME SUPPORT SERVICE, INC. (Assignor)

By: [Signature]  
Name: \_\_\_\_\_  
Title: Pres

Assignee hereby accepts the above assignment.


MID ROGUE IPA HOLDING COMPANY, INC., (Assignee)

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

10 -- TRADEMARK PURCHASE, SALE AND LICENSE BACK AGREEMENT  
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DCAPDX\_1371596\_v1

**SCHEDULE TO TRADEMARK ASSIGNMENT  
 FROM  
 ALL CARE IN HOME SUPPORT SERVICE, INC.  
 TO  
 MID ROGUE IPA HOLDING COMPANY, INC.,**

Registered Marks

Trademark Country/State	Class Services	Application No. Registration No.	Application Date Registration Date	Status
ALL CARE & Design  U.S.	Class 44: Providing in-home health care services.	85/817,592  N/A	01/08/2013  N/A	Pending
ALL CARE Oregon	Class 142: Providing in-home health care services, advising patients as to insurance coverage, medication, nutrition, lifestyle and providing hospice care.	N/A  S 42957	N/A  09/26/2013	Registered

Unregistered Marks

ALL CARE

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 DCAPDX\_1371596\_v1