

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM315634

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BestCare Home Care, Inc.		04/30/2014	CORPORATION: VIRGINIA
RECEIVING PARTY DATA			
Name:	Five Points Healthcare of Virginia, LLC		
Street Address:	3525 Piedmont Road, N.E.		
Internal Address:	Suite 8-515		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30305		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4256543	B · BEST CARE · HOME CARE	
CORRESPONDENCE DATA			
Fax Number:	2027995144		
<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>			
Phone:	2027994000		
Email:	dctrademarks@dlapiper.com		
Correspondent Name:	Ryan C. Compton		
Address Line 1:	500 Eighth Street, NW		
Address Line 4:	Washington, D.C. 20004		
NAME OF SUBMITTER:	Ryan C. Compton		
SIGNATURE:	/Ryan C. Compton/		
DATE SIGNED:	08/29/2014		
Total Attachments: 5			
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OP \$40.00 4256543

ASSIGNMENT OF TRADEMARKS AND DOMAIN NAMES

This Assignment of Trademarks and Domain Names (this "Assignment"), dated as of April 30, 2014, is made by BestCare Home Care, Inc., a Virginia corporation ("Assignor"), in favor of Five Points Healthcare of Virginia, LLC, a Delaware limited liability company ("Assignee"). Assignor and Assignee are collectively referred to herein as the "Parties".

WHEREAS, Assignor is the owner of all right, title and interest in and to the marks and the affiliated trademark applications and/or registrations therefor listed on the attached Exhibit A (hereinafter collectively the "Marks") and the internet domain names listed on Exhibit B hereto (the "Domain Names");

WHEREAS, pursuant to the terms of that certain Asset Purchase Agreement, dated as of April 15, 2014, by and among Assignor, Assignee, Ebenezer K. Asante and Emilia A. Anima (the "Purchase Agreement"), Assignor and Assignee have agreed that Assignor will sell, assign and transfer to Assignee certain assets and that Assignee will assume certain of Assignor's liabilities; and

WHEREAS, in furtherance of the transactions contemplated by the Purchase Agreement, Assignor is desirous of assigning, and Assignee is desirous of obtaining, all right, title and interest in and to the Marks and Domain Names.

NOW, THEREFORE, in consideration of the covenants and of the respective agreements contained herein and in the Purchase Agreement, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignor hereby transfers and assigns to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's worldwide right, title and interest in and to:

(a) the Domain Names;

(b) the Marks, including all associated trade names, trade dress, designs, logos, emblems, signs, insignia, slogans and other similar designations of source or origin; and

(c) all goodwill related to each of the Domain Names and the Marks, and all rights to sue for any past infringement thereof and the right to collect and retain any proceeds therefrom, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor, individually or collectively, had this Assignment not been made.

2. Assignor agrees to obtain, execute, acknowledge and deliver such documents and other instruments that may be required to evidence or effectuate the sale, conveyance, assignment, transfer and delivery to Assignee of Assignor's worldwide right, title and interest in and to the Domain Names and the Marks.

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

ASSIGNOR:

BESTCARE HOME CARE, INC.

By: 

Name: Ebenezer K. Asante

Title: President

ASSIGNEE:

FIVE POINTS HEALTHCARE OF
VIRGINIA, LLC

By: _____

Name: Robert A. Radics

Title: CEO

SIGNATURE PAGE TO ASSIGNMENT OF TRADEMARKS AND DOMAIN NAMES

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

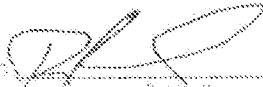
ASSIGNOR:

BESTCARE HOME CARE, INC.

By: _____
Name: Ebenezer K. Asante
Title: President

ASSIGNEE:

FIVE POINTS HEALTHCARE OF
VIRGINIA, LLC

By:  _____
Name: Robert A. Radics
Title: CEO

SIGNATURE PAGE TO ASSIGNMENT OF TRADEMARKS AND DOMAIN NAMES

TRADEMARK

REEL: 005354 FRAME: 0488

EXHIBIT A

Trademarks

Jurisdiction	Trademark	Status
		Serial/Reg. Nos.
US Federal	BEST CARE HOME CARE word mark and design	4,256,543

EXHIBIT B

Domain Names

www.bestcarhomecare.com

www.bestcarsonclerge.com

(XAN07060039)