

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM321094

<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>
Mid Rogue Independent Physician Association, Inc.		10/23/2014	CORPORATION: OREGON
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Mid Rogue Health Plan, 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 4:</b>	Portland, OREGON 97204		
<b>ATTORNEY DOCKET NUMBER:</b>	MID18-3		
<b>NAME OF SUBMITTER:</b>	Merrill J. Baumann, Jr.		
<b>SIGNATURE:</b>	/merrillbaumann/		
<b>DATE SIGNED:</b>	10/24/2014		
<b>Total Attachments: 2</b>			
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OP \$40.00 85817592

**TRADEMARK ASSIGNMENT**

This Trademark Assignment ("Assignment") is effective as of the 13 day of October, 2014, by and between **MID ROGUE INDEPENDENT PHYSICIAN ASSOCIATION, INC.**, an Oregon corporation (the "Assignor"), and **MID ROGUE HEALTH PLAN, INC.**, an Oregon corporation (the "Assignee").

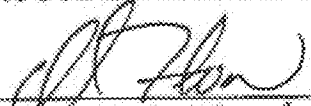
For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign, transfer, and convey to Assignee all right, title, and interest that Assignor may have acquired in and to the trademarks shown on the attached Schedule, including:

- (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.

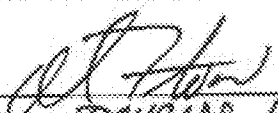
EXECUTED and DELIVERED by Assignor to have effect from and after the date first set forth above.

**MID ROGUE INDEPENDENT PHYSICIAN ASSOCIATION, INC. (Assignor)**

By:   
Name: DOUGLAS L. FLOWN  
Title: CEO


Assignee hereby accepts the above assignment.

**MID ROGUE HEALTH PLAN, INC. (Assignee)**

By:   
Name: DOUGLAS L. FLOWN  
Title: CEO

**SCHEDULE TO TRADEMARK ASSIGNMENT**  
**FROM**  
**MID ROGUE INDEPENDENT PHYSICIAN ASSOCIATION, INC.**  
**TO**  
**MID ROGUE HEALTH PLAN, INC.**

Registered Marks

Trademark	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