TRADEMARK ASSIGNMENT COVER SHEET

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Western Holdings, LLC		11/17/2014	LIMITED LIABILITY COMPANY: NEVADA

RECEIVING PARTY DATA

Name:	ThinCare IP Holdings, LLC
Street Address:	311 South Division Street
City:	Carson City
State/Country:	NEVADA
Postal Code:	89703
Entity Type:	LIMITED LIABILITY COMPANY: NEVADA

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	3782674	METACAPS
Registration Number:	4045863	THIN CARE INTERNATIONAL

CORRESPONDENCE DATA

Fax Number: 8015302966

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.

Phone: 8015302900
Email: IP@mjstc.net
Correspondent Name: David R. Parkinson
Address Line 1:   5742 West Harold Gatty Drive
Address Line 4:   Salt Lake City, UTAH 84116

ATTORNEY DOCKET NUMBER:	THINCARE IP
NAME OF SUBMITTER:	David R. Parkinson
SIGNATURE:	/David R. Parkinson/
DATE SIGNED:	11/24/2014

Total Attachments: 2
source=Assignment from Western Holdings to ThinCare#page1.tif
source=Assignment from Western Holdings to ThinCare#page2.tif

(right margin: OP $65.00 3782674)

ASSIGNMENT OF TRADEMARK

This ASSIGNMENT OF TRADEMARK ("Assignment"), effective as of November 17, 2014, is between Western Holdings, LLC, a Nevada limited liability company ("Assignor") having a principal place of business at 311 South Division Street, Carson City, Nevada 89703, and ThinCare IP Holdings, LLC, a Nevada limited liability company ("Assignee") having a principal place of business at 311 South Division Street, Carson City, Nevada 89703.

FOR TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION RECEIVED, the receipt and sufficiency of which is acknowledged, the undersigned Assignor hereby irrevocably sells, grants, conveys, assigns, and transfers to the Assignee, its successors, assigns, and personal representatives, all of the undersigned's right, title and interest in and to the trademarks described in Exhibit "A" attached hereto and all rights related thereto, including without limitation any and all associated goodwill, statutory and common law rights, and all actions and causes of action which may be related to these rights, including the right to sue for past present and future damages or infringements (collectively, the "Property").

The undersigned warrants that it owns without lien or encumbrance all right, title and interest in and to the Property, and that the undersigned is unaware of any claim against the Property. The undersigned agrees to, and shall cooperate with Assignee or its designees and execute all oaths, declarations and other documents, as may be requested by Assignee and which shall be prepared by Assignee or its designees, to effect the foregoing assignment of rights from the undersigned to Assignee. Such cooperation and execution shall be at no additional compensation to undersigned, provided, however, that Assignee shall reimburse the undersigned for reasonable out-of-pocket expenses incurred at the specific request of Assignee or its designees. The undersigned hereby appoints Assignee to be the undersigned's attorney-in-fact with an irrevocable power to do all acts and things for and in the name of the undersigned in connection with the Property.

IN WITNESS WHEREOF, the said Western Holdings, LLC, as Assignor, and ThinCare IP Holdings, LLC, as Assignee, has caused these presents to be executed by a duly authorized officer or by a duly authorized manager thereof.

Western Holdings, LLC

By: _____
Dennis W. Gay, Manager

ThinCare IP Holdings, LLC

By: _____
Dennis W. Gay, Manager

#285945 v1

EXHIBIT A

Mark	Registration Number	Country
METACAPS	3782674	UNITED STATES
THIN CARE INTERNATIONAL LOGO	4045863	UNITED STATES

#245043 v1