

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM339372

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	07/18/2014

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Core Health & Fitness, LLC		07/18/2014	LIMITED LIABILITY COMPANY: UNITED STATES Nevada

RECEIVING PARTY DATA

Name:	Diversified Healthcare Development, LLC
Street Address:	543 E. Alvarado St.
City:	Fallbrook
State/Country:	CALIFORNIA
Postal Code:	92028
Entity Type:	LIMITED LIABILITY COMPANY: UNITED STATES California

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Serial Number:	85918574	KOREBALANCE
Serial Number:	85915436	KOREBALANCE
Registration Number:	4454182	KOREBALANCE
Registration Number:	4450921	KOREBALANCE

CORRESPONDENCE DATA

Fax Number: 7604518995
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: 760-451-9162
 Email: steve@medicalfitsolutions.com
 Correspondent Name: Steve Sprague
 Address Line 1: 543 E. Alvarado St.
 Address Line 4: Fallbrook, CALIFORNIA 92028

NAME OF SUBMITTER:	Steve Sprague
SIGNATURE:	/Steve Sprague/
DATE SIGNED:	04/27/2015

Total Attachments: 4
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**AMENDMENT ONE TO ASSET PURCHASE AGREEMENT DATED JULY 18, 2014
BETWEEN CORE HEALTH & FITNESS, LLC AND DIVERSIFIED HEALTHCARE
DEVELOPMENT, LLC**

ENTERED INTO AS OF JULY 18, 2014

**AMENDMENT ONE TO ASSET PURCHASE AGREEMENT DATED JULY 18, 2014
BETWEEN CORE HEALTH & FITNESS, LLC AND DIVERSIFIED LLC**

This Amendment One to Asset Purchase Agreement is made and entered into as of the 18th day of July, 2014 (“Effective Date”), by and between Core Health & Fitness, LLC, a Nevada limited liability company (“Seller”) and Diversified Healthcare Development, LLC, a California limited liability company (“Buyer”) and amends that certain Asset Purchase Agreement between Buyer and Seller made as of the 18th day of July, 2014 (the “APA”). Any capitalized terms not otherwise defined herein are as defined in the APA.

Now, therefore, Buyer and Seller wish to amend the APA to clarify the assets that were transferred and to add certain additional terms and conditions governing the sale and transfer of the assets. For good and valuable consideration, the receipt of which is acknowledged by the Parties, the Parties hereby agree that the APA shall be amended as of the Amendment One Effective Date as follows:

1. A new section 13 is added to the APA as follows:

13. **Indemnification.** Buyer and Principal (each, an “Indemnifying Party”) will, jointly and severally, hold harmless and indemnify each of Seller and its affiliates (collectively, the “Indemnitees”) from and against, and will compensate and reimburse each of the Indemnitees for, any claim made or brought by any Person who is not a party to this Agreement (a “Third Party Claim”) that arises directly or indirectly from or as a direct or indirect result of, or are directly or indirectly connected with the Intellectual Property Assets. If Seller receives notice of the assertion or commencement of any Proceeding against Seller with respect to which an Indemnifying Party is obligated to provide indemnification under this Agreement, Seller will give such Indemnifying Party prompt written notice thereof (a “Third Party Claim Notice”). Such notice by Seller will describe the Third Party Claim in reasonable detail. No delay or failure on the part of Seller in delivering a Third Party Claim Notice will relieve the Indemnifying Party from any indemnification liability hereunder except to the extent such failure materially prejudices the defense of such Third Party Claim. An Indemnifying Party will be entitled to participate in, or by giving written notice to Seller, to assume the defense of such Third Party Claim, in each case at its sole expense; provided that if such Indemnifying Party so elects to assume the defense of such Third Party Claim, it will keep Seller informed of all material developments and events relating to such Third Party Claim. Seller will have the right, at its own cost and expense, to participate in the defense of any Third Party Claim with counsel selected by it subject to the Indemnifying Party’s right to control the defense thereof. The Indemnifying Party will not enter into settlement of any Third Party Claim without the prior written consent of Seller (which consent will not be unreasonably withheld, conditioned or delayed), except with respect to a firm offer that is made to settle a Third Party Claim without leading to liability or the creation of a financial or other obligation on the part of an Indemnitee and which provides, in customary form, for the unconditional release of each Indemnitee from all liabilities and obligations in connection with such Third Party Claim.

2. The Exhibit A to the Agreement is replaced with the Amended Exhibit “A” attached hereto.

3. This Amendment, together with its Exhibit, is the entire agreement of the Parties and supersedes all prior and contemporaneous agreements, representations and understandings of the parties regarding its subject matter.

4. This Amendment may be executed in counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, Seller and Buyer have duly executed this Amendment One on the day and year first above written.

SELLER:

CORE HEALTH & FITNESS, LLC

By: 

Printed Name: C. Reed Brown

Title: V.P., Legal

BUYER:

DIVERSIFIED HEALTHCARE
DEVELOPMENT, LLC

By: 

Printed Name: Dean Sbragia

Title: Manager

AMENDED EXHIBIT A

ASSET LIST

1) The following assigned patents (“Assigned Patents”), the inventions disclosed in the Assigned Patents, all divisions, reissues, reexaminations, substitutions, continuations, continuation-in-part, and extensions thereof, and all Patents which may be granted thereon and all reissues, renewals, and extensions thereof

No.	Patent No.	Issue Date	Title	Issue Date
	20060030795	10/911,452	SYSTEM AND METHOD OF MODERATION OF VESTIBULAR DISORDERS	August 3, 2004

2) The following assigned trademarks (“Assigned Trademarks”), together with trademark registrations, trademark applications, trademark licenses, trade names, trade dress, logos and service marks (in each case, whether or not registered) relating to the Assigned Trademarks.

No.	Trademark/Word Mark	Reg. No.	Goods/Services
3.	Korebalance (4) standard character mark	85,918,574 Reg. No. 4,454,182	IC 010. US 026 039 044. G&S: medical devices, namely balance assessment platforms, and computer hardware and software, sold together as a unit for the diagnosis of balance and balance related conditions.
4.	korebalance (5) words, letters, and/or numbers in stylized form	85,915,436 Reg. No. 4,450,921	IC 010. US 026 039 044. G&S: Apparatus for clinical diagnosis.

3) Any designs and software associated with the Assigned Patents or the Assigned Trademarks, including any tooling associated therewith, including jigs and fixtures and plastics tooling whether located in Virginia or in the possession of a vendor