

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM351655

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Aspen Education Group. Inc.		01/20/2014	CORPORATION: CALIFORNIA
Healthy Living Academies		01/20/2014	CORPORATION: DELAWARE
Wellspring Adventure Camp, LLC		01/20/2014	LIMITED LIABILITY COMPANY: DELAWARE
Camp Wellspring LLC		01/20/2014	LIMITED LIABILITY COMPANY: DELAWARE
Wellspring UK Ltd.		01/20/2014	UK Limited Company: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Steven Gold		
Street Address:	2300 Winding Ridge Parkway		
Internal Address:	Suite 210S		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30339		
Entity Type:	INDIVIDUAL: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3452062	PARENTCHECKIN	
CORRESPONDENCE DATA			
Fax Number:	9736398931		
<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:	9736398285		
Email:	jflynn@ebglaw.com		
Correspondent Name:	James P. Flynn		
Address Line 1:	One Gateway Center		
Address Line 2:	Epstein Becker & Green (13th Floor)		
Address Line 4:	Newark, NEW JERSEY 07102		
ATTORNEY DOCKET NUMBER:	078937-00021		
NAME OF SUBMITTER:	James P. Flynn		

CH \$40.00 3452062

SIGNATURE:	/James P. Flynn/
DATE SIGNED:	08/17/2015
Total Attachments: 31 source=Document wellspring final#page1.tif source=Document wellspring final#page2.tif source=Document wellspring final#page3.tif source=Document wellspring final#page4.tif source=Document wellspring final#page5.tif source=Document wellspring final#page6.tif source=Document wellspring final#page7.tif source=Document wellspring final#page8.tif source=Document wellspring final#page9.tif source=Document wellspring final#page10.tif source=Document wellspring final#page11.tif source=Document wellspring final#page12.tif source=Document wellspring final#page13.tif source=Document wellspring final#page14.tif source=Document wellspring final#page15.tif source=Document wellspring final#page16.tif source=Document wellspring final#page17.tif source=Document wellspring final#page18.tif source=Disclosure Schedules 1-16 redacted#page1.tif source=Disclosure Schedules 1-16 redacted#page2.tif source=Disclosure Schedules 1-16 redacted#page3.tif source=Disclosure Schedules 1-16 redacted#page4.tif source=Disclosure Schedules 1-16 redacted#page5.tif source=Disclosure Schedules 1-16 redacted#page6.tif source=Disclosure Schedules 1-16 redacted#page7.tif source=Disclosure Schedules 1-16 redacted#page8.tif source=Disclosure Schedules 1-16 redacted#page9.tif source=Disclosure Schedules 1-16 redacted#page10.tif source=Disclosure Schedules 1-16 redacted#page11.tif source=Disclosure Schedules 1-16 redacted#page12.tif source=Disclosure Schedules 1-16 redacted#page13.tif	

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("*Agreement*") is made as of the 20th day of January 2014, by and among RIVERMEND HEALTH LLC or a subsidiary thereof and STEVEN GOLD ("*Buyer*"), CAMP WELLSRING, LLC, WELLSRING ADVENTURE CAMP, LLC AND WELLSRING UK LTD (together, "*Company*"), HEALTHY LIVING ACADEMY, LLC, the sole member of Company, and ASPEN EDUCATION GROUP, INC. ("*Seller*").

RECITALS

A. Company is engaged in the business (collectively, the "*Business*") of operating weight loss summer camps for adolescents known as Wellspring NY, Wellspring PA, Wellspring FLA, Wellspring La Jolla, Wellspring UK, Wellspring Wisconsin and Wellspring TX (together "*Programs*").

B. Buyer desires to purchase, and Seller owns and desires to sell, certain assets and/or stock interests of the Company (the "*Interests*") on the terms and subject to the conditions contained in this Agreement.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants, agreements, representations and warranties contained in this Agreement and for other good and valuable consideration, the parties agree as follows:

ARTICLE 1. PURCHASE AND SALE OF INTERESTS

1.1 Purchase and Sale of the Interests. On the terms and subject to the conditions set forth herein, on the Closing Date, Seller shall sell and cause the Company to sell, as applicable, and transfer and deliver to Buyer, and Buyer shall receive, (a) all of the outstanding capital stock of Wellspring UK LTD (the "Shares") and (b) the Company assets and all assets of Seller that are primarily associated with the current operations of the Company in the United States, listed on Schedule 1.1(a) (the "Assets"), free and clear of all liens. The Assets will include tangible and intangible property and contractual rights owned or held by the Company, including equipment, computers, cell phones, projectors, vehicles, camp equipment housed at the various camps or central storage units (sports equipment, bedding, etc.) and customer lists more specifically identified on Schedule 1.1(a), provided that in no event will any of the proprietary materials, intellectual property or policy and procedure materials associated with Seller, CRC Health Corporation, Structure House or any of their respective subsidiaries or affiliates other than those associated primarily with the current operations of the Company be included; any cash, insurance policies, centralized corporate support services or intellectual property listed on Schedule 1.1(b) shall also be excluded from the transaction. Except as provided herein or on Schedule 1.1(c), Buyer shall not assume any of the liabilities of the Company or Seller. Seller warrants that except for items listed on Schedule 1.1(b), the items listed on Schedule 1.1(a) and 1.1(c) are substantially all of the assets necessary to operate the Programs consistent with past practice.

1.2 Transfer of the Interests. At the Closing, Seller shall assign, transfer and deliver to Buyer (a) the certificates evidencing the Shares (the "**Certificates**") in negotiable form, duly endorsed in blank or accompanied by appropriate instruments of transfer sufficient to convey to Buyer good, marketable and unencumbered title to, and legal and beneficial ownership of the Shares and (b) a bill of sale (the "**Bill of Sale**") evidencing transfer of the Assets.

ARTICLE 2. [Intentionally Omitted]

ARTICLE 3. PAYMENT OF PURCHASE PRICE

3.1 Consideration. In consideration for the transfer and assignment by Seller of the Interests and in consideration of the provisions of this Agreement, Buyer, on the conditions set forth herein, shall deliver the following consideration ("**Purchase Price**"):

REDACTED

ARTICLE 4. THE CLOSING

4.1 Date and Location. The consummation of the transfer and delivery of the Interests to Buyer and the receipt of the consideration therefor by Seller shall constitute the "**Closing**" and the date of the Closing will be referred to herein as the "**Closing Date**." Unless otherwise mutually agreed to by the parties, the Closing shall be deemed to take place at 10:00 A.M., Pacific Standard Time, at the offices of Seller at 20400 Stevens Creek Blvd, Suite 600, Cupertino, CA 96014 (provided the parties agree that closing shall not require the physical presence of the parties and will occur by exchange of funds and documents via mail and facsimile as contemplated herein) no later than January 31, 2014. The sale of the Interests shall be deemed to be effective as of immediately prior to midnight on the Closing Date and all prorations and allocations provided for in Section 3.1(c) shall be made as of immediately prior to midnight on the Closing Date.

ARTICLE 5. CERTAIN AGREEMENTS AND COVENANTS

REDACTED

REDACTED

5.7 Certain Documents, Assets and Information. At Closing, Seller will provide Buyer with the Assets, including all reasonably available title documents, website information, intellectual property or other documentation exclusively relating to the current operation of the Programs, including all of the equipment currently being used by Company employees (computers, cell phones, projectors, etc.) and any camp equipment housed at the various camps or central storage units shall convey with the closing (sports equipment, bedding, etc.), and customer list information as provided in Section 1.1. It is understood and agreed that pursuant to Section 1.1, in no event will any of the proprietary materials, intellectual property or policy and procedure materials associated with Seller, or its parent or affiliated companies (other than as relating to operations of the Company as of the Closing Date) be included in the transaction, and any cash, insurance policies, centralized corporate support services shall also be excluded from the transaction.

5.8 License to Wellspring Name. At Closing, Company will grant a 2-year royalty-free license, without right to sublicense, to the name "Wellspring" to Seller's affiliate, Structure House, LLC, with the provided that for as long as Structure House is using the name "Wellspring" during the license period, (i) Structure House's use of the Wellspring name will be

consistent with the manner in which it has been used by Structure House prior to Closing and (ii) Structure House will provide commercially reasonable cooperation with buyer-requested actions to promote and enhance the Wellspring name such as (A) send out two email announcements per year about the Wellspring Camps, written by Steven Gold and reviewed and approved by CRC, to the entire Structure House alumni list, (B) making available brochures to its clients, which may include in their welcoming packets, (C) providing on the main page of the Structure House website a link to the Wellspring Camps that is no less prominent than the current link.

REDACTED

ARTICLE 6. [INTENTIONALLY OMITTED]

ARTICLE 7. REPRESENTATIONS AND WARRANTIES OF SELLER AND COMPANY

Except as provided in the disclosure schedule attached hereto as Exhibit B (the "*Disclosure Schedule*"), Seller and Company represent and warrant to Buyer that as of the Closing Date:

7.1 Organization and Good Standing. Seller is a corporation duly organized and validly existing under the laws of the State of California, and has all requisite corporate power and authority to own, operate, sell and lease its properties and to carry on its business as presently conducted. Each entity comprising forming a part of Company is a limited liability company duly organized and validly existing under the laws of the state set forth opposite its name on Section 7.1 of the Disclosure Schedule. Seller and Company have all requisite power and authority to execute and deliver, and perform their respective obligations under, this Agreement.

7.2 Authorization. The execution and delivery of this Agreement and performance by Seller and Company of their respective obligations hereunder, and all transactions contemplated hereby, have been duly and validly authorized by all necessary action on the part of Seller and the Company. This Agreement has been duly executed and delivered on behalf of Seller and the Company; and constitutes the valid and binding obligations of Seller and the Company, enforceable in accordance with their respective terms.

7.3 Ownership of Company and Interests. Except as stated on Schedule 7.3, Seller or the Company owns all of the Interests free and clear of all liens, and has full power and legal right to sell, assign, transfer and deliver the same.

7.4 No Governmental or Other Authorization Required. No authorization or approval of, or filing with, any governmental agency, authority or other body or any other third

persons, in each case as may be material to the operations of the Programs, will be required in connection with Seller's or Company's execution and delivery of this Agreement or the consummation by Seller and the Company of the transactions contemplated hereby. Neither the execution or delivery of this Agreement, nor the consummation of the transactions contemplated hereby will violate any regulation, court order or similar requirement to which Seller, Company, the Business or the its assets is subject or by which any of them are bound.

7.5 Title to Assets. Except as stated on Schedule 7.3, Seller or Company has, and at Closing will have, good and marketable title to all of the personal property assets used in the Business, including the Assets, free and clear of all encumbrances. Neither Company or Seller is a party to, nor is the Business or its assets subject to, any judgment, judicial order, writ, injunction or decree that materially adversely affects the Business or the use of the assets thereof by Company.

REDACTED

REDACTED

7.11 Intellectual Property Rights. Company owns or has the right to use pursuant to license, sublicense or other agreement all trade marks, service marks, computer programs, software, patient or client information, policies and procedures, technology, know-how, trade secrets, proprietary information and other intellectual property necessary for the operation of the Business as presently conducted in all material respects, except as may otherwise be provided in this Agreement. Neither Seller nor Company has received any notice that it is infringing upon, violating or otherwise acting adversely, or by operating the Business would infringe upon, violate or otherwise act adversely, to the right or claimed right of any person or entity under or with respect to any intellectual property rights or licenses of any other person or entity. Seller and Company are not aware of any action, suit, proceeding or investigation pending or currently threatened against Company or any other third party which relate to Company's ownership or use of any intellectual property rights of Company or any other person or entity that may, to Seller's or the Company's knowledge, materially and adversely effect the Business as now operated and as presently proposed to be operated.

REDACTED

ARTICLE 8. REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer hereby represents and warrants to Seller as follows:

8.1 Organization and Good Standing. Buyer is an individual and/or a limited liability company duly organized and validly existing under the laws of the State of Delaware. Buyer possesses all requisite power, authority and resources to own and operate the Programs and carry on the Business at and following Closing, and to execute and deliver, and perform its obligations under this Agreement.

8.2 Authorization. The execution and delivery of this Agreement and performance by Buyer of its obligations hereunder, and all transactions contemplated hereby, have been duly and validly authorized by all necessary action on the part of Buyer. This Agreement has been duly executed and delivered on behalf of Buyer; and this Agreement constitutes the valid and binding obligations of Buyer.

REDACTED

ARTICLE 9. CONDITIONS TO CLOSING - BUYER

The obligations of Buyer to consummate the purchase of the Interests at Closing shall be subject to the material satisfaction of the following conditions:

REDACTED

ARTICLE 10. CONDITIONS TO CLOSING - SELLER

The obligations of Seller to consummate the sale of the Interests at Closing shall be subject to the material satisfaction of the following conditions:

REDACTED

ARTICLE 11. INDEMNIFICATION

REDACTED

REDACTED

ARTICLE 12. MISCELLANEOUS PROVISIONS

REDACTED

12.3 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the

same instrument. Signatures on this Agreement delivered by fax or telecopier shall be considered original signatures for purposes of effectiveness of this Agreement.

12.4 Severability. If any provision of this Agreement or the application thereof to any person, entity or circumstance shall be invalid or unenforceable to any extent the remainder of this Agreement and the application of such provision to other persons, entities or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

REDACTED

12.8 Applicable Law. This Agreement shall be governed by and construed in accordance with the law of California, without regard to California conflicts of law or choice of law principles. The parties agree that all disputes with respect to matters among the parties shall be brought in a state or federal courts located in the Northern District of California and the parties agree to the exclusive jurisdiction therein and agree to service of process with respect thereof.

REDACTED

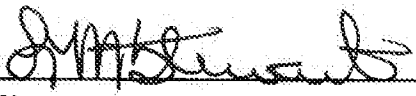
12.10 Entire Agreement, Amendments and Waivers. This Agreement, together with all Exhibits and Schedules hereto, constitutes the entire agreement among the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the parties (including the Letter of Intent), and there are no representations, warranties or other agreements among the parties in connection with the subject matter hereof except as set forth specifically herein. No supplement, modification or waiver of this Agreement shall be binding unless executed in writing by the party to be bound thereby.

12.11 Parties in Interest. This Agreement and the documents and instruments and other agreements specifically referred to herein or delivered pursuant hereto, including the Exhibits, the Schedules, including the Disclosure Schedule are not intended to confer upon any other person any rights or remedies hereunder, and the parties expressly agree that the sole recourse hereunder is among the parties hereto and their respective successors and assigns, but none of their respective parent or affiliated companies.

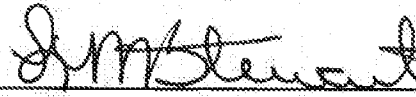
REDACTED

IN WITNESS WHEREOF, the parties to this Agreement have duly executed it on the date first written above.

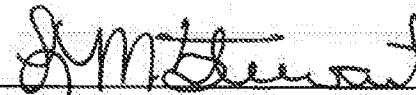
ASPEN EDUCATION GROUP, INC.

By: 
Name:
Title:

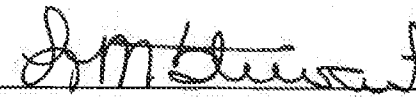
HEALTHY LIVING ACADEMIES, LLC

By: 
Name:
Title:

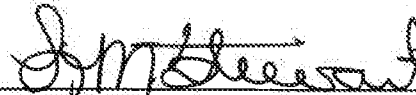
CAMP WELLSPRING, LLC

By: 
Name:
Title:

WELLSPRING ADVENTURE CAMP, LLC

By: 
Name:
Title:

WELLSPRING CAMP UK LTD

By: 
Name:
Title:

RIVERMEND HEALTH LLC

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties to this Agreement have duly executed it on the date first written above.

ASPEN EDUCATION GROUP, INC.

By: _____
Name:
Title:

HEALTHY LIVING ACADEMIES, LLC

By: _____
Name:
Title:

CAMP WELLSRING, LLC

By: _____
Name:
Title:

WELLSRING ADVENTURE CAMP, LLC

By: _____
Name:
Title:

WELLSRING CAMP UK LTD

By: _____
Name:
Title:

RIVERMEND HEALTH LLC

By: _____
Name: Monica Demitor
Title: CEO

Digitally signed by Monica Demitor
DN: cn=Monica Demitor, o=RiverMend Health
LLC, ou=CEO,
email=mdemitor@rivermendhealth.com, c=US
Date: 2014.01.20 16:14:24 -05'00'

STEVEN GOLD

A handwritten signature in black ink, appearing to read 'S. Gold', is written over a horizontal line. The signature is stylized and cursive.

Exhibit A

Allocation of Purchase Price

\$ REDACTED Total Purchase Price, allocated as follows:

\$ Tangible Personal Property

\$ - Goodwill

Exhibit B

REDACTED

Exhibit C

REDACTED

DISCLOSURE SCHEDULES TO PURCHASE AGREEMENT

DATED AS OF JANUARY __, 2014

These disclosure schedules (the “Disclosure Schedules”) are made and delivered by Seller pursuant to the Purchase Agreement (the “Agreement”) dated as of January __ 2014 by and among Aspen Education Group, Inc., Healthy Living Academies, LLC, their subsidiaries listed therein and RiverMend Health and Steve Gold.

Certain information in the Disclosure Schedules may not be required to be disclosed pursuant to the Agreement. Any such information is included solely for informational purposes and shall not in any event be deemed to broaden or expand any provision of the Agreement.

The provision of monetary or other quantitative thresholds for disclosure does not and shall not be deemed to create or imply a standard of materiality hereunder. The inclusion of any information in the Disclosure Schedules shall not be deemed to be an admission or acknowledgment, in and of itself, that such information is required by the terms of the Agreement to be disclosed or is material. Also, the inclusion of any information in the Disclosure Schedules (or any update thereto) shall not constitute an admission of fault, culpability or liability with respect to any claim, action, lawsuit or proceeding or an admission that any breach, violation, default or event of default exists with respect to any contract or agreement.

The attachments to the Disclosure Schedules are incorporated by reference to the extent provided herein and by the Agreement.

Schedule 1.1(a) Assets

Tangible Assets

Attached hereto are fixed asset registers maintained in the ordinary course of business but are not warranted to represent an actual physical inventory. Also included will be computer equipment and cell phones owned by Company that are issued to employees who Buyer will hire at Closing.

Trademarks

<u>Trademark</u>	<u>Docket Number/Subcase Country Name</u>	<u>Application Number</u>	<u>Publication Number/Registration Date</u>	<u>Registration Number</u>	<u>Status</u>	<u>Owner</u>
BMI CALCULATOR	0ZYP-E-001317/ U.S. Copyright		08-Jun-2011	TX 7-404-788	Copyrt Reg	Aspen
PARENT CHECKIN	OZYP-000501/ United States of America	77/133270	24-Jun-2008	3452062	Registered	Aspen
WELLSPRING	OZYP-000307/ United Kingdom	2425043	08-Dec-2006	2425043	Registered	Aspen
WELLSPRING	0ZYP-110708/ United States of America	78/387965	15-Aug-2006	3130657	Registered	Aspen
WELLSPRING	OZYP-000626/ United States of America	77/407408	25-Nov-2008	3536417	Registered	Aspen

Software

Copy of Parent Check-in software. For the avoidance of doubt, Seller shall also retain a copy of Parent Check-In in order to continue the operation of businesses not being sold to Buyer

Copyrights

Any and all rights of Company to weight loss books written by Dan Kirschenbaum, which the Company believes but does not warrant were written during Mr. Kirschenbaum's employment with the Company and are works for hire.

redacted

Internet domain names

>>> WESTERNWELLSPRINGADVENTURECAMP.COM
>>> CAMPWELLSPRING.COM
>>> CAMPWELLSPRINGS.COM
>>> INSIDEWELLSPRING.COM
>>> MYWELLSPRINGCAMP.COM
>>> MYWELLSPRINGCAMPS.COM
>>> MYWELLSPRINGPLAN.COM
>>> WELLSPRINGCAMPLAJOLLA.COM
>>> WELLSPRINGCAMPTEXAS.COM
>>> WELLSPRINGCAMPTEXAS.NET
>>> WELLSPRINGCAMPTEXAS.ORG
>>> WELLSPRINGFITCAMPS.ORG
>>> WELLSPRINGINSIDE.COM
>>> WELLSPRINGLAJOLLA.COM
>>> WELLSPRINGNEWSLETTER.COM
>>> WELLSPRINGNEWYORK.ORG
>>> WELLSPRINGNY.ORG
>>> WELLSPRINGPA.COM
>>> WELLSPRINGPROGRAMS.COM
>>> WELLSPRINGPROGRAMS.ORG
>>> WELLSPRINGSCAMPS.COM
>>> WELLSPRINGWEIGHTLOSS.COM* subject to link-back agreement
>>> WELLSPRINGWEIGHTLOSSCAMPS.COM
>>> WELLSPRINGWOMENSPROGRAM.COM
>>> WELLSPRINGWORKS.COM
>>> WELLSPRINGADVENTURECAMP.COM
>>> WELLSPRINGCALIFORNIA.COM
>>> WELLSPRINGCALIFORNIA.ORG
>>> WELLSPRINGCAMPS.COM
>>> WELLSPRINGFAMILYCAMP.COM
>>> WELLSPRINGFAMILYCAMP.NET
>>> WELLSPRINGFAMILYCAMP.ORG
>>> WELLSPRINGFLORIDA.COM
>>> WELLSPRINGFLORIDA.ORG
>>> WELLSPRINGNEWYORK.COM
>>> WELLSPRINGNY.COM
>>> WELLSPRINGPENNSYLVANIA.COM
>>> WELLSPRINGREFRESH.COM
>>> WELLSPRINGRETREATS.COM
>>> WELLSPRINGSPROGRAMS.COM

>>> WELLSPRINGSWEIGHTLOSS.COM
>>> WELLSPRINGWISCONSIN.COM

Schedule 1.1(b) – Retained Intellectual Property, Rights and Agreements

redacted

- 12) Any assets, intellectual property, policies/procedures/referent information related to the Structure House adult weight management program (other than rights to the name “Wellspring”) or non-operational Wellspring programs such as Academy or Journey.

Schedule 1.1(c) – Assumed Contracts

Assumed Contracts:

redacted

Schedule 7.1 – Organization and Qualification

(a) Aspen Education Group, Inc. is in good standing in California and Healthy Living Academies is in good standing in Delaware. Companies are in good standing as per the following chart:

LEGAL NAME	STATE
Camp Wellspring, LLC	Delaware
Wellspring Adventure Camp, LLC	Delaware
Wellspring UK Ltd.	United Kingdom

Schedule 7.3 – Ownership

redacted

Schedule 7.6 – Contracts

redacted

Schedule 7.7 – Litigation

redacted

Schedule 7.10 – Financial Statements

redacted

Schedule 7.12 – Employees

redacted