

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM387577

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sweep Acquisition Company		01/17/2014	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	The Evercare Company		
Street Address:	3440 Preston Ridge Road		
Internal Address:	Suite 650		
City:	Alpharetta		
State/Country:	GEORGIA		
Postal Code:	30005		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	78291722	OPTIMESH	
Serial Number:	78267016	LITTLE THINGS, BIG DIFFERENCES	
Serial Number:	78976777	LITTLE THINGS. BIG DIFFERENCES.	
CORRESPONDENCE DATA			
Fax Number:	4168657380		
<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>			
Email:	mabbott@torys.com		
Correspondent Name:	Edward Fan		
Address Line 1:	79 Wellington St. West		
Address Line 2:	Suite 3000		
Address Line 4:	Toronto, CANADA M5K 1N2		
NAME OF SUBMITTER:	Edward Fan		
SIGNATURE:	/Edward Fan/		
DATE SIGNED:	06/13/2016		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "*Assignment*") is made as of January 17, 2014 (the "Effective Date"), by and between **The Evercare Company**, a Delaware corporation, having a place of business at 3440 Preston Ridge Road, Suite 650, Alpharetta, GA 30005 ("*Assignee*"), and **Sweep Acquisition Company**, a Delaware corporation, having a place of business at 25101 Chagrin Boulevard, Suite 350, Cleveland, OH 44122 ("*Assignor*").

WHEREAS, Assignor and Assignee are parties to that certain Purchase and Sale Agreement, dated as of November 22, 2013 (the "*Purchase Agreement*"), pursuant to which Assignor agreed to contribute and Assignee agreed to receive the "Transferred Intellectual Property," as defined in the Purchase Agreement;

WHEREAS, the Purchase Agreement and Side Agreement listed various United States and foreign trademarks and trademark applications, including those on Schedule A hereto, as constituting "Transferred Intellectual Property" under the Purchase Agreement, and the goodwill associated with all of the foregoing (collectively, the "*Trademarks*"); and

WHEREAS, the Trademarks listed in Schedule A were not intended to be part of the Purchase Agreement. Assignee, at its request and direction, wishes to make clear that the Trademarks in Schedule A should remain in its possession, and to the extent necessary, Assignor wishes to assign all of Assignor's right, title, and interest in and to the Trademarks and their accompanying goodwill to the extent that Assignor has the right, title, and interest to do so.

NOW, THEREFORE, for good and valuable consideration (including the premises and covenants set forth in the Purchase Agreement), the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Assignor hereby irrevocably sells, assigns, transfers, and sets over to Assignee all of Assignor's right, title, and interest in and to the Trademarks in Schedule A, together with the goodwill of the business in connection with which the Trademarks are used, and all registrations, renewals, and extensions of the foregoing, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made, together with all income, royalties, damages, or payments due or payable as of the Effective Date or thereafter related to any of the foregoing, including, without limitation, all claims for damages by reason of past, present, or future infringement or other unauthorized use of the Trademarks, with the right to sue for and collect the same for Assignee's own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives.

Assignor authorizes and requests the United States Commissioner of Patents and Trademarks and any other similar government authority to record Assignee as owner of the Trademarks and issue any and all registrations issued thereon to Assignee, as assignee of the entire right, title, and interest in, to, and under the same, for the sole use and enjoyment of Assignee and its successors, assigns, or other legal representatives.

Assignor shall provide Assignee, its successors, assigns, or other legal representatives, cooperation and assistance at Assignee's request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney, or other documentation) as may be reasonably required in the implementation or perfection of this Assignment and in the preparation and prosecution of any application for registration or renewal of a registration covering any of the Trademarks. Assignee will bear all costs, expenses and/or fees associated with the assignment, recordation and/or perfection of this Assignment, including reimbursing Assignor for any reasonable or verifiable costs, expenses and/or fees it has or may reasonably incur relating to the assignment, recordation and/or perfection of the assignment of the Trademarks listed in Schedule A hereto.

This Assignment may be executed in one or more counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

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SCHEDULE A
TRADEMARKS AND TRADEMARK APPLICATIONS

(i) Registered Trademarks and Trademark Applications

Country	Mark	App. No.	Reg. No.	Status
CANADA	LITTLE THINGS, BIG DIFFERENCES	1200073	TMA678428	Active
CANADA	OPTIMESH	1195330	TMA625909	Active
U.S.	OPTIMESH	78291722	3012046	Active

(ii) Abandoned, Cancelled or Lapsed Trademarks and Trademark Applications

Country	Mark	App. No.	Reg. No.	Status
U.S.	LITTLE THINGS, BIG DIFFERENCES	78267016		Not active
U.S.	LITTLE THINGS, BIG DIFFERENCES	78976777	3120814	Not active