

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM481219

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	05/01/2018

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MCare Solutions, LLC		05/01/2018	Limited Liability Company: TEXAS

RECEIVING PARTY DATA

Name:	Implementation Management Assistance, LLC
Street Address:	6 Hillman Drive
Internal Address:	Suite 100
City:	Chadds Ford
State/Country:	PENNSYLVANIA
Postal Code:	19137
Entity Type:	Limited Liability Company: PENNSYLVANIA

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	5507458	REVINT SOLUTIONS

CORRESPONDENCE DATA

Fax Number: 2158843500

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: 215-887-0200

Email: aisztwan@sogtlaw.com

Correspondent Name: Alexis Dillett Isztwan

Address Line 1: 2617 Huntingdon Pike

Address Line 4: Huntingdon Valley, PENNSYLVANIA 19006

NAME OF SUBMITTER:	Alexis Dillett Isztwan
SIGNATURE:	/Alexis Dillett Isztwan/
DATE SIGNED:	07/10/2018

Total Attachments: 4

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OP \$40.00 5507458

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (the “**Agreement**”) is made effective as of May 1, 2018, by and among MCARE SOLUTIONS, LLC, a Texas limited liability company, VHC, LLC, an Illinois limited liability company, VHC RECOVERY, LLC, a Texas limited liability company, HEALTH CHECK AUDIT LLC, a Florida limited liability company (collectively, the “**Merging Entities**”), and IMPLEMENTATION MANAGEMENT ASSISTANCE, LLC, a Pennsylvania limited liability company (“**IMA**”).

BACKGROUND

All of the managers and members of the parties have determined that it is advisable and in the best interests of the parties for the Merging Entities to merge with and into IMA, with IMA being the survivor of the merger, in the manner and under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and of the mutual covenants and agreements contained in this Agreement, and intending to be legally bound, the parties agree as follows:

1. Merger.

a. At the Effective Time (as defined below), and in compliance with the Florida Revised Limited Liability Company Act, Fla. Stat. Ann. § 605.0101 *et seq.*, as amended (the “**FLLCA**”), the Illinois Limited Liability Company Act, 805 Ill. Comp. Stat. Ann. 180/1-1 *et seq.*, as amended (the “**ILLCA**”), the Pennsylvania Associations Code, 15 Pa. C.S. §§ 101 *et seq.*, as amended (the “**PAC**”), the Texas Business Organizations Code, § 101.001 *et seq.*, as amended (the “**TBOC**”), the Merging Entities shall be merged with and into IMA, with IMA being the surviving entity (the “**Surviving Entity**”), and the separate existence of the Merging Entities shall thereupon cease (the “**Merger**”). The effects and consequences of the Merger shall be as set forth in this Agreement and the PAC.

b. The name of the Surviving Entity, upon and after the Effective Time, shall be the name Implementation Management Assistance, LLC.

c. The membership interests of IMA shall, at and after the Effective Time, continue as the only authorized membership interests of the Surviving Entity. Immediately after the Effective Time, the membership interests of IMA outstanding will continue as an identical outstanding membership interests of the Surviving Entity.

d. Subject to the terms and conditions of this Agreement, at the Effective Time, by virtue of the Merger and without any further action on the part of the holder of any issued membership interest of the Merging Entities, all of the outstanding membership interests in the Merging Entities shall be cancelled and extinguished.

2. Certificate of Organization. The Certificate of Organization of IMA in effect at the Effective Time shall continue in full force and effect as the Certificate of Organization of the Surviving Entity.

3. Operating Agreement. Until altered, amended or repealed, the Operating Agreement of IMA in effect at the Effective Time shall be the Operating Agreement of the Surviving Entity.

4. Officers. At the Effective Time, all persons who are officers of IMA shall remain as the officers of the Surviving Entity.

5. Registered Office. At the Effective Time, the registered office of IMA shall be the registered office of the Surviving Entity.

6. State Filings. The proper officers and managers, as applicable, of each party, with or without the attestation of another officer or manager, shall execute whatever certificates or statements of merger and other documents required by the State of Florida, the State of Illinois, the Commonwealth of Pennsylvania and the State of Texas, as applicable, to effect the Merger, and to cause the same to be filed, in the manner provided by law, and to do all things whatsoever, whether within or outside the State of Florida, the State of Illinois, the Commonwealth of Pennsylvania or the State of Texas, which may be necessary and proper to effect the Merger in accordance with this Agreement, the FLLCA, the ILLCA, the PAC and the TBOC, as applicable.

7. Effect of the Merger.

a. Upon the Merger becoming effective, the separate existence of the Merging Entities shall cease, and IMA shall continue to exist as the Surviving Entity.

b. The Merger shall have the effects set forth in the PAC. Without limiting the generality of the foregoing, upon the Merger becoming effective, all property, rights, privileges, franchises, patents, trademarks, trademark applications, trade names, licenses, permits, registrations and other assets of every kind and description of the Merging Entities including, without limitation, insurance and goodwill related thereto, shall be transferred to, vested in and devolve upon the Surviving Entity without further act or deed and all property, rights and every other interest of the Surviving Entity and the Merging Entities shall be as effectively the property of the Surviving Entity as if they were always the property of the Surviving Entity. The Merging Entities shall, from time to time, as and when requested by the Surviving Entity or by its successors or assigns, execute and deliver or cause to be executed and delivered all such deeds and instruments and take or cause to be taken such further action as the Surviving Entity may deem necessary and desirable in order to vest in and confirm to the Surviving Entity title to and possession of any property of the Merging Entities acquired or to be acquired by reason of or as a result of the Merger and otherwise to carry out the intent and purposes of this Agreement. The proper officers of the Surviving Entity are fully authorized in the name of the Merging Entities or otherwise to take any and all such action.

8. Tax Treatment. For U.S. federal income Tax purposes, the contemplated transactions will be disregarded given that each legal entity is a single member limited liability company which is disregarded for U.S. federal income Tax purposes.

9. Effective Time. The effective date and time of the Merger is May 1, 2018, at 12:01 a.m. (the "**Effective Time**").

10. Expenses. The Surviving Entity shall pay all expenses of carrying this Agreement into effect and of accomplishing the Merger.

11. Miscellaneous.

a. Headings in this Agreement are inserted solely for convenience of reference and shall not constitute a part of this Agreement nor shall they affect its meaning, construction or interpretation.

b. This Agreement shall inure to the benefit of and be binding upon the parties to this Agreement and their representatives, successors and permitted assigns.

c. This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania, excepting conflicts of laws, and without regard to rules of construction or interpretation relating to which party drafted this Agreement.

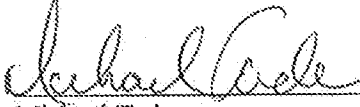
d. This Agreement represents the entire understanding of the parties with regard to this matter and supersedes any prior or contemporaneous agreements or understandings, whether oral or written, between the parties with respect to the subject matter of this Agreement. No amendment or modification of this Agreement shall be effective unless in writing and signed by all parties.

e. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any party to this Agreement may deliver an executed copy of this Agreement by facsimile or electronic transmission to the other party, and any such delivery shall have the same force and effect as any other delivery of a manually signed copy of this Agreement.


[signature page follows]

IN WITNESS WHEREOF, the parties have duly executed and delivered this Agreement and Plan of Merger as of the date first written above.

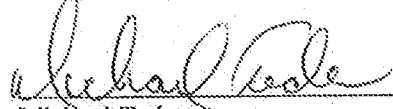
MCARE SOLUTIONS, LLC

By: 
Michael Tedesco
CFO, Treasurer, and Secretary

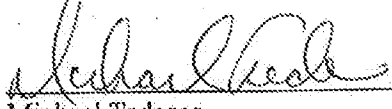
VHC, LLC

By: 
Michael Tedesco
CFO, Treasurer, and Secretary

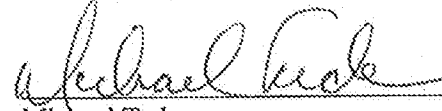
VHC RECOVERY, LLC

By: 
Michael Tedesco
CFO, Treasurer, and Secretary

HEALTH CHECK AUDIT LLC

By: 
Michael Tedesco
CFO, Treasurer, and Secretary

IMPLEMENTATION MANAGEMENT
ASSISTANCE, LLC

By: 
Michael Tedesco
CFO, Treasurer, and Secretary