

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	06/06/2008

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The Strategy Group, LLC		06/06/2008	LIMITED LIABILITY COMPANY: VIRGINIA

RECEIVING PARTY DATA

Name:	Navvis Healthcare, LLC
Doing Business As:	DBA Navvis & Company
Street Address:	15450 South Outer Forty Drive
Internal Address:	Suite 260
City:	Chesterfield
State/Country:	MISSOURI
Postal Code:	63017
Entity Type:	LIMITED LIABILITY COMPANY: MISSOURI

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	2743989	
Registration Number:	2850376	WOMEN'S HEARTADVANTAGE
Registration Number:	2957846	TARGET:DIABETES
Registration Number:	2963703	STROKESENSE

CORRESPONDENCE DATA

Fax Number: (312)569-3459
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 312 569 1459
 Email: IPDOCKETCHICAG@DBR.COM, nancy.martinez-curtin@dbr.com
 Correspondent Name: Melissa S. Dillenbeck

CH \$115.00 2743989

Address Line 1: 191 North Wacker Drive
Address Line 2: Suite 3700
Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER: NAV001-004USA

NAME OF SUBMITTER: Melissa S. Dillenbeck

Signature: /melissasdillenbeck-nmc/

Date: 01/28/2010

Total Attachments: 4

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MEMBERSHIP PURCHASE AGREEMENT

THIS MEMBERSHIP PURCHASE AGREEMENT ("Agreement") is made, entered into and is effective as of June 6, 2008 (the "Effective Date"), by and among Navvis Healthcare, LLC, a Missouri limited liability company (the "Purchaser"), Karen Corrigan ("Corrigan") and The Strategy Group LLC, a Virginia limited liability company (the "Company").

RECITALS

- A. Corrigan currently owns a 100% membership interest in the Company (the "Membership Interest").
- B. Pursuant to the terms of this Agreement Corrigan desires to sell and Purchaser desires to purchase the Membership Interest.

AGREEMENTS

NOW, THEREFORE, in reliance upon the representations and warranties made herein and in consideration of the mutual agreements herein contained, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, Purchaser, Corrigan and the Company, each intending to be legally bound, hereby agree as follows:

ARTICLE 1

TRANSFER OF THE MEMBERSHIP INTEREST AND EARN OUT

1.1 Transfer of the Membership Interest. Subject to the terms and conditions of this Agreement, Corrigan hereby absolutely and unconditionally sells, transfers, assigns and sets over to Purchaser all of Corrigan's right, title and interest in and to the Membership Interest, free and clear of all liens, encumbrances, charges, judgments, orders and security interests of every type and description (the "Transfer").

1.2 Earn Out. As consideration for the Transfer, Corrigan shall be eligible to receive an annual Earn-Out Payment (as defined herein). Within 60 days following the conclusion of each calendar year during the Earn-Out Period (as defined herein), the Company shall calculate and pay to Corrigan the amount of the Earn-Out Payment, if any, for the immediately preceding calendar year; provided, however, the aggregate amount of all Earn-Out Payments shall not exceed \$: . If Corrigan reasonably disputes the calculation of the Earn-Out Payment in any given year within 10 business days of receipt, she and the Company will work together in good faith for a period of 10 business days from notice of such dispute and if a resolution is not obtained within such period, the parties will submit the matter to arbitration, and such arbitration shall take place in accordance with Section 5.16.

For purposes of this Agreement the annual "Earn-Out Payment" shall mean the amount equal to the product resulting from multiplying (A) the amount by which the Consulting Revenues (as defined herein) for the immediately preceding calendar year exceed \$) (the "Earn-Out Threshold"); and (B) the Earn-Out Percentage (as defined herein); provided, however, that in order for Corrigan to be eligible to receive the Earn-Out Payment, TSG Revenues (as defined herein) must comprise at least \$ of the Earn-Out Threshold. If for any calendar year during the Earn-Out Period the Earn-Out Threshold is not attained or the TSG Revenues do not equal or exceed \$), then Corrigan shall not be eligible to receive an Earn-Out Payment for such calendar year.

arbitrator or similar panel or other Governmental Authority pending or, to the knowledge of Corrigan or the Company, threatened against or affecting the Company or any of its assets or members, managers or officers in their capacities as such. There are no facts known to the Company or Corrigan which, if known by a potential claimant or Governmental Authority, could give rise to a claim or proceeding which, if asserted or conducted with results unfavorable to the Company, could reasonably be expected to have a Material Adverse Effect. The Company is not subject to any order, writ, injunction or decree of any Governmental Authority which could have a Material Adverse Effect.

3.14 Disclosure. Neither this Agreement nor any certificate, instrument or written statement furnished or made to Purchaser by or on behalf of Corrigan or the Company in connection with this Agreement contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained herein and therein not misleading as of the date such statements were made. There is no fact which either Corrigan or the Company has not disclosed to Purchaser or its counsel and of which either Corrigan or the Company is aware which materially and adversely affects, or which could materially and adversely affect, the Company or the business, financial condition, operations, property, affairs or prospects of the Company or the ability of Corrigan or the Company to perform his or its obligations under this Agreement.

3.15 Intellectual Property. The Company owns or possesses adequate and enforceable rights to use all material patents, patent applications, trademarks, trademark applications, trade names, service marks, copyrights, copyright applications, licenses, know-how (including trade secrets and other unpatented and/or unpatentable proprietary or confidential information, systems or procedures) and other similar rights and proprietary knowledge (collectively, "Intangibles") used or necessary for the conduct of its business as now being conducted. To the Corrigan's or Company's knowledge, the Company does not infringe on or is not in conflict with any right of any other person with respect to any Intangibles nor is there any claim of infringement made by a third party against or involving the Company or any of its subsidiaries, which infringement, conflict or claim, individually or in the aggregate, could reasonably be expected to result in an unfavorable decision, ruling or finding which would have a Material Adverse Effect.

3.16 Employment Matters. The Company is in compliance with all applicable laws and regulations respecting employment and employment practices, terms and conditions of employment and wages and hours. There are no pending investigations involving the Company by any Governmental Authority responsible for the enforcement of such laws and regulations. No material labor dispute with the employees of the Company exists or is imminent.

3.17 Nature of and Title to Assets and Properties: Insurance.

(a) The furniture, fixtures and equipment of the Company are in good operating condition and repair, and are adequate for the uses to which they are being put, and none of such furniture, fixtures or equipment is in need of maintenance or repairs except for ordinary, routine maintenance and repairs that are not material in nature or cost. The furniture, fixtures and equipment of the Company are sufficient for the continued conduct of the Company's business after the Closing in substantially the same manner as conducted prior to the Closing.

(b) The Company has good and marketable title, or a valid leasehold interest in or contractual right to use, all of its assets and properties, free and clear of encumbrances except in each case for Permitted Encumbrances and such defects in title and such other encumbrances which do not individually or in the aggregate materially detract from the value to the Company of the properties and assets of the Company taken as a whole.

IN WITNESS WHEREOF, Purchaser, Corrigan and the Company have caused this Agreement to be duly executed as of the Effective Date.

THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES

NAVVIS HEALTHCARE, LLC

KAREN CORRIGAN

By: _____
Name: _____
Title: _____

Karen Corrigan

THE STRATEGY GROUP LLC

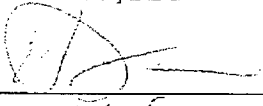
By: *Karen Corrigan*
Name: KAREN CORRIGAN
Title: CEO

IN WITNESS WHEREOF, Purchaser, Corrigan and the Company have caused this Agreement to be duly executed as of the Effective Date.

THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES

NAVVIS HEALTHCARE, LLC

KAREN CORRIGAN

By: 
Name: Mike Keenan
Title: VP / CS

THE STRATEGY GROUP LLC

By: _____
Name: _____
Title: _____