

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Eastgate Health Care Center, Inc.		06/23/2010	CORPORATION: OHIO
RECEIVING PARTY DATA			
Name:	Carespring Health Care Management, LLC		
Street Address:	390 Wards Corner Road		
City:	Loveland		
State/Country:	OHIO		
Postal Code:	45140		
Entity Type:	LIMITED LIABILITY COMPANY: OHIO		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2389217	BARRINGTON	
Registration Number:	2536404	CARESPRING	
Registration Number:	2274646	VILLASPRING	
Registration Number:	2274644	HILLSPRING	
Registration Number:	2274656		
CORRESPONDENCE DATA			
Fax Number:	(216)363-4588		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	216.363.4151		
Email:	trademark@beneschlaw.com		
Correspondent Name:	Mark E. Avsec		
Address Line 1:	Benesch Friedlander Coplan & Aronoff LLP		
Address Line 2:	200 Public Square, Suite 2300		
Address Line 4:	Cleveland, OHIO 44114		
ATTORNEY DOCKET NUMBER:	24803-3		

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NAME OF SUBMITTER:	Mark E. Avsec
Signature:	/Mark E. Avsec/
Date:	06/24/2010
Total Attachments: 3 source=Carespring Assignment#page1.tif source=Carespring Assignment#page2.tif source=Carespring Assignment#page3.tif	

TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is dated as of June 23 2010 (the "Effective Date"), and is entered into between Eastgate Health Care Center, Inc., an Ohio corporation ("Assignor") and Carespring Health Care Management, LLC, an Ohio limited liability company ("Assignee").

Assignor is the owner of the entire right, title and interest in, to and under the trademark registrations set forth on attached Schedule A (collectively, the "Trademarks") and the goodwill associated with all of the foregoing; and

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties 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, together with the goodwill of the business in connection with which the Trademarks are used, and all registrations, applications therefor and renewals and extensions of the foregoing in the United States and for all foreign countries that are or may be secured under the laws of the United States and all foreign countries, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, 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 request the United States Commissioner of Patents and Trademarks and any other similar government authority to record assignee as the assignee and owner of the Trademarks, and issue any and all registrations 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 to Assignee, its successors, assigns or other legal representatives, cooperation and assistance at Assignee's request and expense (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required) in connection with (1) preparation and prosecution of any application for registration or renewal of a registration covering any of the Trademarks; (2) prosecution or defense of any cancellation, opposition, infringement or other proceedings that may arise in connection with any of the Trademarks, including, without limitation, testifying as to any facts relating to the Trademarks and this Assignment; (3) obtaining any additional trademark protection for the Trademarks that Assignee reasonably may deem appropriate that may be secured under the laws now or

hereafter in effect in the United States or for all foreign countries; and (4) implementation, perfection and/or recording of this Assignment.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed as of the date first above written.

Eastgate Health Care Center, Inc.


By:  _____

Name: Barry N. Bertz

Title: Chief Executive Officer

SCHEDULE A

TRADEMARKS

Trademark	Serial No.	Filed	Registration No.	Registration Date
BARRINGTON	75583904	11/6/98	2389217	9/26/00
CARESPRING	76266868	6/5/01	2536404	2/5/02
VILLASPRING	75583907	11/6/98	2274646	8/31/99
HILLSPRING	75583901	11/6/98	2274644	8/31/99
	75586159	11/10/98	2274656	8/31/99