

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM322974

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Whitsyms Inc.		10/20/2014	CORPORATION:
Whitsyms Limited Incorporated		10/20/2014	CORPORATION:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	American In-Home Care, LLC		
<b>Street Address:</b>	11680 Great Oaks Way, Suite 170		
<b>City:</b>	Alpharetta		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30022		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3429148	WHITSYMS	
<b>Registration Number:</b>	3429147	W WHITSYMS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Email:</b>	mtily@fdh.com		
<b>Correspondent Name:</b>	Michael Tily		
<b>Address Line 1:</b>	177 Broad Street		
<b>Address Line 2:</b>	C/O Finn Dixon & Herling LLP		
<b>Address Line 4:</b>	Stamford, CONNECTICUT 06901		
<b>NAME OF SUBMITTER:</b>	Michael Tily		
<b>SIGNATURE:</b>	/s/ Michael Tily		
<b>DATE SIGNED:</b>	11/12/2014		
<b>Total Attachments: 8</b>			
source=IP Assignment - Fully Executed (01934496)#page1.tif			
source=IP Assignment - Fully Executed (01934496)#page2.tif			
source=IP Assignment - Fully Executed (01934496)#page3.tif			
source=IP Assignment - Fully Executed (01934496)#page4.tif			
source=IP Assignment - Fully Executed (01934496)#page5.tif			
<b>TRADEMARK</b>			

OP \$65.00 3429148

source=IP Assignment - Fully Executed (01934496)#page6.tif

source=IP Assignment - Fully Executed (01934496)#page7.tif

source=IP Assignment - Fully Executed (01934496)#page8.tif

## ASSIGNMENT AND ASSUMPTION OF INTELLECTUAL PROPERTY AGREEMENT

This ASSIGNMENT AND ASSUMPTION OF INTELLECTUAL PROPERTY AGREEMENT (this "Agreement") is made and entered into as of October 20, 2014, by and among Whitsyms Inc., a Florida corporation ("Whitsyms"), Whitsyms Limited Incorporated, a Jamaican corporation ("Whitsyms Limited"), and, together with Whitsyms, collectively, the "Assignors" and each, an "Assignor", and American In-Home Care, LLC, a Delaware limited liability company (the "Assignee").

WHEREAS, Assignors and Assignee are parties to that certain Asset Purchase Agreement, dated as of September 17, 2014 (the "Purchase Agreement"), pursuant to which Assignee has purchased, among other assets of the Assignors, the Intellectual Property (as defined in the Purchase Agreement) of the Assignors related to the Business (as defined in the Purchase Agreement);

WHEREAS, pursuant to the Purchase Agreement, the Assignors have agreed to assign certain rights and agreements to Assignee, and Assignee has agreed to assume certain obligations of the Assignors, as set forth therein; and

WHEREAS, this Agreement is contemplated by Section 2.6(a)(ii) of the Purchase Agreement.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants contained herein, and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

**1. Capitalized Terms.** Capitalized terms used but not defined herein shall have the meanings assigned to such terms in the Purchase Agreement.

**2. Assignment and Assumption.** Effective as of the Closing Date, each Assignor hereby assigns, sells, conveys, delivers and transfers to Assignee all of such Assignor's Intellectual Property included in the Acquired Assets (including, but not limited to, the trademark applications and registrations and copyrights listed on Exhibit A hereto), together with the goodwill of the Business connected with the use thereof (as applicable) and symbolized thereby and together with all claims for damages by reason of past infringement thereof, with the right to sue for, and collect the same for its own use and benefit, in accordance with the Purchase Agreement, and for the use and benefit of its successors and assigns.

**3. Terms of the Purchase Agreement.** Each Assignor acknowledges and agrees that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded and/or modified hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

**4. Further Actions.**

(a) Each Assignor hereby agrees to execute all appropriate, necessary and customary forms and use all commercially reasonable efforts to assist Assignee, at Assignee's reasonable request from time to time (the reasonable cost and expense of which shall be paid by the Assignee unless such action results from a breach of the Purchase Agreement or this Agreement by either Assignor), to secure the rights assigned hereby and to obtain and/or transfer copyright, trademark or service mark registrations (and applications therefor), and similar governmental grants confirming or enhancing said rights. Each Assignor will promptly transfer all files and papers in its possession relating to such applications and registrations to Assignee after the execution of this Agreement.

(b) Each Assignor agrees to provide the appropriate authorizations to, and to execute the appropriate forms for, the applicable registration organization, or to Assignee if appropriate, and will use its commercially reasonable efforts to comply promptly with all other remaining steps necessary to transfer all domain names held by such Assignor or by third parties on its behalf, including, but not limited to the domain names set forth on Exhibit B hereto (the "Domain Names"). Each Assignor represents and warrants that it has not and will not otherwise delete or transfer any of the Domain Names except as provided for herein.

(c) In the event that either Assignor fails to execute and deliver any document necessary or appropriate for any of the foregoing purposes (including renewals and/or extensions) listed in Sections 4(a) and/or 4(b) above, such Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers as agents and attorneys-in-fact to act for and on behalf of such Assignor, but only for the purpose of executing and filing any such document and doing all other lawfully permitted acts to accomplish the foregoing purposes with the same legal force and effect as if executed by such Assignor.

**5. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without regard to conflicts of laws principles that would require the application of the laws of any other jurisdiction.

**6. Counterparts.** This Agreement may be executed in two or more counterparts, and by the parties hereto on separate counterparts, each of which shall be an original, but all of which taken together shall constitute one agreement.


**7. Miscellaneous.** No amendment or waiver of any provision of this Agreement shall be effective unless in writing and executed by the parties hereto, in the case of an amendment, or the party entitled to the benefit of the provision to be so waived, in the case of a waiver. Notices shall be provided to the addresses and in the manner provided in the Purchase Agreement. This Agreement shall inure to the benefit of, and be binding upon and enforceable against, the parties hereto and their respective successors and assigns. Assignee may collaterally assign any of its rights hereunder to any lender or financing source and may assign any of its rights hereunder in connection with a sale by the Assignee or its assigns of all or substantially all of its assets, whether by sale of assets, stock, merger or otherwise.

*[Remainder of page intentionally left blank. Signature page follows.]*

IN WITNESS WHEREOF, the parties have executed this IP Assignment and Assumption Agreement as of the date first above written.

**ASSIGNEE:**

**AMERICAN IN-HOME CARE, LLC**

By:   
Name: Douglas A. Holliman  
Title: President

**ASSIGNORS:**

**WHITSYMS INC.**

By: \_\_\_\_\_  
Name: Donovan B. Anderson  
Title: President and Chief Executive Officer

**WHITSYMS LIMITED INCORPORATED**

By: \_\_\_\_\_  
Name: Donovan B. Anderson  
Title: President and Chief Executive Officer

IN WITNESS WHEREOF, the parties have executed this IP Assignment and Assumption Agreement as of the date first above written.

**ASSIGNEE:**

**AMERICAN IN-HOME CARE, LLC**

By: \_\_\_\_\_  
Name: Douglas A. Holliman  
Title: President

**ASSIGNORS:**

**WHITSYMS INC.**

By: D. Anderson \_\_\_\_\_  
Name: Donovan B. Anderson  
Title: President and Chief Executive Officer

**WHITSYMS LIMITED INCORPORATED**

By: D. Anderson \_\_\_\_\_  
Name: Donovan B. Anderson  
Title: President and Chief Executive Officer

**ACKNOWLEDGMENTS**

**STATE OF FLORIDA**                    )  
  ) **SS:**  
**COUNTY OF PALM BEACH**        )

On this 17 day of October, 2014, personally appeared Donovan B. Anderson, signer and sealer of the foregoing instrument, personally known to me (or satisfactorily proven), who acknowledged that he, as President and Chief Executive Officer of each of Whitsyms Inc. a Florida corporation, and Whitsyms Limited Incorporated, a Jamaica corporation, is duly authorized to execute said instrument and further acknowledged the same to be his free act and deed as President and Chief Executive Officer of each of Whitsyms Inc. a Florida corporation, and Whitsyms Limited Incorporated, a Jamaica corporation, and the free act and deed of said companies, before me, the undersigned officer:

*Linda Plotnick*  
Notary Public



[Acknowledgement to Assignment and Assumption of Intellectual Property Agreement]

STATE OF Georgia )  
 ) SS:  
COUNTY OF Fulton )

On this 16 day of October, 2014, personally appeared Douglas A. Holliman, signer and sealer of the foregoing instrument, personally known to me (or satisfactorily proven), who acknowledged that he, as President of American In-Home Care, LLC, a Delaware limited liability company, is duly authorized to execute said instrument and further acknowledged the same to be his free act and deed as President of American In-Home Care, LLC, a Delaware limited liability company, and the free act and deed of said company, before me, the undersigned officer.




*Jocelyn Milliron*  
Notary Public

[Acknowledgement to Assignment and Assumption of Intellectual Property Agreement]



EXHIBIT A

I. Trademarks

Trademark	Class	Registration Number	Registration Date	Owner
<i>Registered Trademarks</i>				
Word Mark: WHITSYMS	Goods and Services: IC 044. US 100 101. G & S: Home nursing aid services. FIRST USE: 19960102. FIRST USE IN COMMERCE: 19990101	3429148	May 20, 2008	Whitsyms Limited Incorporated
Word Mark: W WHITSYMS 	Goods and Services: IC 044. US 100 101. G & S: Home nursing aid services. FIRST USE: 19960102. FIRST USE IN COMMERCE: 19990101	3429147	May 20, 2008	Whitsyms Limited Incorporated
<i>Unregistered Trademarks (non-exclusive list)</i>				

II. Copyrights

Title	Registration Number	Registration Date
Form Client Service Agreement		
Form Caregiver Agreement and Associated Forms		
Personnel Handbook		

EXHIBIT B

DomainName	TLD	CreateDate	ExpirationDate	Status	Registrar Org
ASSISTEDLIVINGBOCA.COM	.com	5/24/2013	5/24/2015	Active	Whitelyms Nursing Service/Nursing Nursing Registry
ASSISTEDLIVINGBOYNTONBEACH.COM	.com	5/24/2013	5/24/2015	Active	Whitelyms Nursing Service/Nursing Nursing Registry
ASSISTEDLIVINGDELRAYBEACH.COM	.com	5/24/2013	5/24/2015	Active	Whitelyms Nursing Service/Nursing Nursing Registry
ASSISTEDLIVINGFTLAUDERDALE.COM	.com	5/24/2013	5/24/2015	Active	Whitelyms Nursing Service/Nursing Nursing Registry
ASSISTEDLIVINGFTMYERS.COM	.com	5/24/2013	5/24/2015	Active	Whitelyms Nursing Service/Nursing Nursing Registry
ASSISTEDLIVINGLAUDERHILL.COM	.com	5/24/2013	5/24/2015	Active	Whitelyms Nursing Service/Nursing Nursing Registry
ASSISTEDLIVINGPALMBEACHGARDENS.COM	.com	5/24/2013	5/24/2015	Active	Whitelyms Nursing Service/Nursing Nursing Registry
ASSISTEDLIVINGPOMPANO.COM	.com	5/24/2013	5/24/2015	Active	Whitelyms Nursing Service/Nursing Nursing Registry
AVENTURAHOMEHEALTHCARE.COM	.com	9/17/2012	9/17/2014	Active	Whitelyms Nursing Service
BOCAHOMEHEALTHCARE.COM	.com	9/17/2012	9/17/2014	Active	Whitelyms Nursing Service
BOOMERHEALTHCARE.INFO	.info	12/10/2012	12/10/2014	Active	Whitelyms Nursing Service/Nursing Nursing Registry
BOOMERHEALTHCARE.NET	.net	12/10/2012	12/10/2014	Active	Whitelyms Nursing Service/Nursing Nursing Registry
BOOMERHEALTHCARE.ORG	.org	12/10/2012	12/10/2015	Active	Whitelyms Nursing Service
BOOMERHOMECARE.ORG	.org	7/30/2012	7/30/2015	Active	Whitelyms Nursing Service
BOOMERHOMEHEALTHCARE.ORG	.org	5/17/2011	5/17/2015	Active	Whitelyms Nursing Service
BOYNTONHOMEHEALTHCARE.COM	.com	9/17/2012	9/17/2014	Active	Whitelyms Nursing Service
DELRAYHOMEHEALTHCARE.COM	.com	9/17/2012	9/17/2014	Active	Whitelyms Nursing Service
FTMYERSHOMEHEALTHCARE.COM	.com	9/17/2012	9/17/2014	Active	Whitelyms Nursing Service
HOMEHEALTHCAREBOCA.COM	.com	9/17/2012	9/17/2014	Active	Whitelyms Nursing Service
HOMEHEALTHCAREDELRAY.COM	.com	9/17/2012	9/17/2014	Active	Whitelyms Nursing Service
HOMEHEALTHCAREFTMYERS.COM	.com	9/17/2012	9/17/2014	Active	Whitelyms Nursing Service
HOMEHEALTHCAREJUPITER.COM	.com	9/17/2012	9/17/2014	Active	Whitelyms Nursing Service
HOMEHEALTHCAREOFFLAUDERDALE.COM	.com	9/17/2012	9/17/2014	Active	Whitelyms Nursing Service
HOMEHEALTHCAREPORTSTLUCIE.COM	.com	9/17/2012	9/17/2014	Active	Whitelyms Nursing Service
HOMEHEALTHCARESTUART.COM	.com	9/17/2012	9/17/2014	Active	Whitelyms Nursing Service
HOMEHEALTHCAREVERO.COM	.com	9/17/2012	9/17/2014	Active	Whitelyms Nursing Service
HOMENURSECLEARWATER.COM	.com	5/23/2013	5/23/2015	Active	Whitelyms Nursing Service/Nursing Nursing Registry
HOMENURSENAples.COM	.com	4/22/2013	4/22/2015	Active	Whitelyms Nursing Service/Nursing Nursing Registry
HOMENURSINGSARASOTA.COM	.com	5/8/2013	5/8/2015	Active	Whitelyms Nursing Service/Nursing Nursing Registry
MIAMIBEACHHOMEHEALTHCARE.COM	.com	9/17/2012	9/17/2014	Active	Whitelyms Nursing Service
ORLANDOHOMEHEALTHCARE.COM	.com	3/15/2012	3/15/2015	Active	Whitelyms Nursing Service
POMPANOBACHHOMEHEALTHCARE.COM	.com	9/17/2012	9/17/2014	Active	Whitelyms Nursing Service
POMPANOHOMEHEALTHCARE.COM	.com	9/17/2012	9/17/2014	Active	Whitelyms Nursing Service
PORTSTLUCIEHOMEHEALTHCARE.COM	.com	9/17/2012	9/17/2014	Active	Whitelyms Nursing Service
STUARTHOMEHEALTHCARE.COM	.com	9/17/2012	9/17/2014	Active	Whitelyms Nursing Service
THEVILLAGESHOMEHEALTHCARE.COM	.com	9/14/2012	9/14/2014	Active	Whitelyms Nursing Service
VEROHOMEHEALTHCARE.COM	.com	9/17/2012	9/17/2014	Active	Whitelyms Nursing Service
WESTPALMBEACHHOMEHEALTHCARE.COM	.com	9/17/2012	9/17/2014	Active	Whitelyms Nursing Service
WESTPALMHOMEHEALTHCARE.COM	.com	9/17/2012	9/17/2014	Active	Whitelyms Nursing Service
WHITSYM.COM	.com	2/24/2012	2/24/2022	Active	Mr Internet Systems
WHITSYMS.COM	.com	9/24/1999	9/24/2018	Active	Whitelyms Nursing Service
WHITSYMSHOMECARE.COM	.com	5/17/2011	5/17/2015	Active	Whitelyms Nursing Service
WHITSYMSHOMECARE.ORG	.org	5/17/2011	5/17/2015	Active	Whitelyms Nursing Service
WHITSYMSHOMEHEALTHCARE.COM	.com	5/17/2011	5/17/2015	Active	Whitelyms Nursing Service
WHITSYMSHOMEHEALTHCARE.ORG	.org	5/17/2011	5/17/2015	Active	Whitelyms Nursing Service
WHITSYMSNURSING.COM	.com	12/9/2010	12/9/2015	Active	Whitelyms Nursing Service/Nursing Nursing Registry
WHITSYMSNURSINGOFTHEVILLAGES.COM	.com	9/14/2012	9/14/2014	Active	Whitelyms Nursing Service
WHITSYMSNURSINGSERVICE.COM	.com	5/17/2011	5/17/2015	Active	Whitelyms Nursing Service
WHITSYMSNURSINGSERVICE.ORG	.org	5/17/2011	5/17/2015	Active	Whitelyms Nursing Service
WHITYMS.COM	.com	7/17/2012	7/17/2015	Active	Whitelyms Nursing Service
WHITYMSNURSING.COM	.com	7/17/2012	7/17/2015	Active	Whitelyms Nursing Service