

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

|                       |                          |
|-----------------------|--------------------------|
| SUBMISSION TYPE:      | NEW ASSIGNMENT           |
| NATURE OF CONVEYANCE: | NUNC PRO TUNC ASSIGNMENT |
| EFFECTIVE DATE:       | 06/03/2009               |

**CONVEYING PARTY DATA**

| Name                          | Formerly | Execution Date | Entity Type           |
|-------------------------------|----------|----------------|-----------------------|
| U.S. Medical Management, Inc. |          | 10/01/2009     | CORPORATION: MICHIGAN |

**RECEIVING PARTY DATA**

|                   |                               |
|-------------------|-------------------------------|
| Name:             | U.S. Medical Management, Inc. |
| Street Address:   | 2700 Hills Tech Court         |
| Internal Address: | Suite 200                     |
| City:             | Farmington Hills              |
| State/Country:    | MICHIGAN                      |
| Postal Code:      | 48331                         |
| Entity Type:      | CORPORATION: DELAWARE         |

**PROPERTY NUMBERS Total: 7**

| Property Type        | Number   | Word Mark   |
|----------------------|----------|---|
| Registration Number: | 2916887  | VPA   |
| Registration Number: | 3150162  | VISITING PHYSICIANS ASSOCIATION                       |
| Registration Number: | 3578777  | OPTIMUM BALANCE                                       |
| Registration Number: | 3672386  | VPA   |
| Serial Number:       | 77661356 | BRINGING INTEGRATED HEALTH CARE HOME                  |
| Serial Number:       | 77737043 | HOME IS WHERE YOUR HEALTHCARE IS                      |
| Serial Number:       | 77737215 | PINNACLE SENIOR CARE HOME IS WHERE YOUR HEALTHCARE IS |

**CORRESPONDENCE DATA**

Fax Number: (734)222-4769  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: (734) 222-4776

**900144557**

**TRADEMARK  
 REEL: 004073 FRAME: 0097**

**CH \$190.00 2916887**

Email: pfalkenstein@jaffelaw.com  
Correspondent Name: Peter M. Falkenstein  
Address Line 1: 201 S. Main St.  
Address Line 2: Suite 300  
Address Line 4: Ann Arbor, MICHIGAN 48104

|                    |                          |
|--------------------|--------------------------|
| NAME OF SUBMITTER: | Peter M. Falkenstein     |
| Signature:         | //Peter M. Falkenstein// |
| Date:              | 10/05/2009               |

**Total Attachments: 4**

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## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "Assignment"), dated as of June 3, 2009, is made by and between U.S. Medical Management, Inc., a Michigan corporation ("Assignor") and U.S. Medical Management, Inc., a Delaware corporation ("Assignee").

### Recitals:

A. Assignor is the owner of the registered and unregistered trademarks, service marks, and domain names on a worldwide basis, set forth in Schedule A (collectively, the "Trademarks").

B. Assignee desires to acquire all of Assignor's entire right, title and interest in and to the Trademarks, together with whatever goodwill is associated with the Trademarks.

C. Assignor desires to transfer to Assignee all of Assignor's rights in the Trademarks.

NOW, THEREFORE, in exchange for One and 00/100 (\$1.00) Dollar and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1. Assignor does hereby sell, assign, transfer, convey and set over unto Assignee all rights, title and interest in and to the Trademarks that it may have, together with all other goodwill associated with the Trademarks, including, but not limited to, any and all rights to register and to renew the Trademarks, together with all rights to sue and recover for past, present and future infringement thereof, to have and to hold forever for the sole and exclusive use and benefit of Assignee.

2. As a result of this Assignment, the Trademarks are to be held and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its heirs, successors, assigns and legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment, sale, conveyance and transfer had not been made.

3. Assignor further covenants and agrees that it shall, at any time, upon request, at Assignee's expense, testify in any legal proceeding, execute and deliver any agreement, document, certificate or instrument and generally do all that is possible or that may be necessary or desirable to perfect the title to the Trademarks in Assignee, its heirs, successors, assigns or other legal representatives.

4. If applicable, Assignor hereby authorizes and requests the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as owner of the Trademarks.

5. This Assignment constitutes the entire understanding between the parties with respect to the subject matter of this Assignment and supersedes any prior discussions, negotiations, agreements and understandings.

6. This Assignment shall be governed and controlled in all respects by the laws of the State of Delaware, including interpretation, enforceability, validity and construction, without regard to any conflict of law provisions.

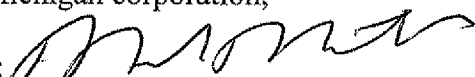
7. This Assignment may be executed in one or more counterparts, each of which will be deemed an original agreement, but all of which will be considered one instrument and will become a binding agreement when one or more counterparts have been signed by each of the parties and delivered to the other. A facsimile of this document bearing a party's signature or a printed copy of the original, signed document scanned in .pdf or .tiff format shall have the same legal force and effect as an original of such signature and shall be treated as an original document for evidentiary purposes.

8. The parties represent that they have carefully read this Assignment and have had an opportunity to consult with an attorney. The parties affirmatively state that they understand the contents of this Assignment, and sign this Assignment as their free act and deed.

*[Signatures on following page]*

IN WITNESS WHEREOF, the parties have caused this Trademark Assignment to be executed through their duly authorized and empowered representatives as of the date first above written.

U.S. Medical Management, Inc.,  
a Michigan corporation,

By:   
Name: MARK MITCHELL  
Its: OWNER / CEO

ASSIGNMENT ACCEPTED:

ASSIGNEE:

U.S. Medical Management, Inc.  
a Delaware corporation,

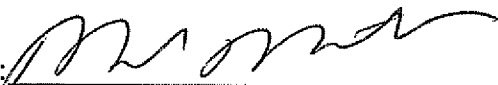
By:   
Name: MARK MITCHELL  
Its: OWNER / CEO

Exhibit A

Trademarks

| <u>Reg. or Serial No.</u> | <u>Mark</u>  | <u>Reg. or Filing Date</u> |
|---------------------------|--|----------------------------|
| 2,916,887                 | VPA, with design   | January 11, 2005           |
| 3,150,162                 | VISITING PHYSICIANS ASSOCIATION                                    | June 9, 2006               |
| 3,578,777                 | OPTIMUM BALANCE  | February 24, 2009          |
| 3,672,386                 | VPA  | August 25, 2009            |
| 77/661356                 | BRINGING INTEGRATED HEALTH CARE HOME                               | February 2, 2009           |
| 77/737043                 | HOME IS WHERE YOUR HEALTHCARE IS                                   | May 14, 2009               |
| 77/737215                 | PINNACLE SENIOR CARE HOME IS WHERE YOUR HEALTHCARE IS, with design | May 14, 2009               |
| 77/808829                 | USMM   | August 20, 2009            |
| 77/808841                 | USMM   | August 20, 2009            |