

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS 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>
NOVO 1, Inc.		09/30/2009	CORPORATION: WISCONSIN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CarePoint Resources, Inc.		
<b>Street Address:</b>	300 Park Street, Suite 380		
<b>City:</b>	Birmingham		
<b>State/Country:</b>	MICHIGAN		
<b>Postal Code:</b>	48009		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3295703	N1	
Registration Number:	3160310	NOVO 1	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(248)566-8531		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	2485668530		
<b>Email:</b>	tmdocketing@honigman.com		
<b>Correspondent Name:</b>	Honigman Miller Schwartz and Cohn LLP		
<b>Address Line 1:</b>	38500 Woodward Avenue, Suite 100		
<b>Address Line 4:</b>	Bloomfield Hills, MICHIGAN 48304		
<b>ATTORNEY DOCKET NUMBER:</b>	225688-129510		
<b>NAME OF SUBMITTER:</b>	Julie E. Kretzschmer		
<b>Signature:</b>	/Julie E. Kretzschmer/		
<b>Date:</b>	01/08/2010		

CH \$65.00 3295703

**Total Attachments: 10**

source=CarepointAssgn#page1.tif

source=CarepointAssgn#page2.tif

source=CarepointAssgn#page3.tif

source=CarepointAssgn#page4.tif

source=CarepointAssgn#page5.tif

source=CarepointAssgn#page6.tif

source=CarepointAssgn#page7.tif

source=CarepointAssgn#page8.tif

source=CarepointAssgn#page9.tif

source=CarepointAssgn#page10.tif

## INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment"), is entered into this 20 day of September, 2009, by and between NOVO 1, INC., a Wisconsin corporation ("Seller"), and CAREPOINT RESOURCES, INC., a Delaware corporation ("Buyer"). Capitalized terms used herein without definition shall have the meanings assigned to such terms in the Purchase Agreement (as defined below).

### WITNESSTH:

WHEREAS, Seller and Buyer are parties to that certain Purchase Agreement dated as of the date hereof (the "Purchase Agreement"), pursuant to which Seller has agreed to sell and transfer to Buyer, and Buyer has agreed to purchase and receive from Seller, all of Seller's right, title and interest in and to all of the Subject Assets, including, without limitation, the Owned Intellectual Property that is owned by Seller (the "Seller Owned Intellectual Property");

WHEREAS, the Owned Intellectual Property includes, but not is not limited to, the service marks listed on Schedule A, attached hereto, and the domain names listed on Schedule B, attached hereto; and

WHEREAS, the execution and delivery of this Assignment is a condition precedent to Buyer's obligations under the Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer hereby agree as follows:

1. Seller hereby assigns to Buyer, and Buyer hereby accepts such assignment of, Seller's entire right, title and interest in and to all of the Seller Owned Intellectual Property together with all common law rights therein, the goodwill of the Business in connection with which the Seller Owned Intellectual Property is used, throughout the world, all registrations and renewals thereof, and all rights of action, powers, and benefits accrued thereto, including the right to sue for and collect damages and profits for past and future infringements or dilutions thereof.

2. Subject to the provisions of Section 3, below, the rights, title and interest assigned under Section 1, above, shall be for Buyer's own use and enjoyment, and for the use and enjoyment of Buyer's successors and assigns, as fully and entirely as the same would have been held and enjoyed by Seller if this assignment and sale had not been made.

3. Buyer acknowledges and agrees that Seller and its Subsidiaries (other than the Companies) shall retain certain rights to use the trade name NOVO 1 for a period of time following the date hereof as more fully described in Section 7.5 of the Purchase Agreement.

4. Where appropriate, Seller authorizes and requests the Commissioner of Patents and Trademarks of the United States, and an official of any country or countries foreign to the

United States, whose duty it is to register patents, trademarks or copyrights, to record Buyer as the assignee and owner of the Seller Owned Intellectual Property.

5. This Assignment is subject, in all respects, to the terms and conditions of the Purchase Agreement and all of the representations, warranties, covenants and agreements contained therein. Nothing contained in this Assignment shall be deemed to supersede or change any of the provisions set forth in the Purchase Agreement. In the event of any conflict between this Assignment and the terms and provisions of the Purchase Agreement, the terms and provisions of the Purchase Agreement shall control.

6. No amendment or modification of this Assignment shall be valid unless in writing and signed by an authorized signatory of each of Seller and Buyer.

7. This Assignment shall be binding upon the parties hereto and their respective successors and permitted assigns.

8. This Assignment and all questions arising in connection herewith shall be governed by and construed in accordance with the internal laws of the State of Delaware, without regard to its conflicts of law principles which would require application of the laws of another jurisdiction.

9. This Assignment may be executed in one or more counterparts and by facsimile or portable document format (pdf), all of which shall be considered but one and the same instrument, and shall become effective when one or more such counterparts have been signed by each of the parties and delivered to the other party.

[Signature Page Follows]

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

**SELLER:**

NOVO 1, INC.

By: George D. Dalton  
George D. Dalton,  
Chairman & Chief Executive Officer

**BUYER:**

CAREPOINT RESOURCES, INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

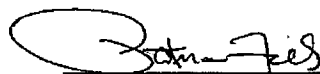
[Signature page to Intellectual Property Assignment.]

ACKNOWLEDGMENT

STATE OF WISCONSIN                    )  
  )  
COUNTY OF MILWAUKEE                )        ss:

On this, the 30 day of September, 2009, before me, a Notary Public, the undersigned, personally appeared George D. Dalton, who acknowledged himself to be the Chairman and Chief Executive Officer of **NOVO 1, INC.**, a Wisconsin corporation, and that he, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing on behalf of said corporation as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

  
\_\_\_\_\_  
Patricia L. Falb, Notary Public

My commission is permanent.

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

**SELLER:**

NOVO 1, INC.

By: \_\_\_\_\_  
George D. Dalton,  
Chairman & Chief Executive Officer

**BUYER:**

CAREPOINT RESOURCES, INC.

By: *Douglas Kearney*  
Name: Douglas Kearney  
Title: Vice President and Secretary

[Signature page to Intellectual Property Assignment.]

ACKNOWLEDGEMENT

STATE OF MICHIGAN )  
 )  
COUNTY OF OAKLAND ) ss:

On this, the 29 day of September, 2009, before me, a Notary Public, the undersigned, personally appeared Douglas Kearney who acknowledged himself to be the Vice President and Secretary of CAREPOINT RESOURCES, INC., a Delaware corporation and that he/she, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing on behalf of said corporation as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My commission expires: 10/11/15



Gayle Aiken  
Gayle Aiken, Notary Public.  
Macomb County, Michigan  
Acting in Oakland County, Michigan



Schedule A

Service Marks

**U.S. Federal Service Marks:**

<u>Service Mark</u>	<u>U.S. Reg. No.</u>	<u>Owner of Record</u>
	3,295,703	Novo 1, Inc.
NOVO 1	3,160,310	Novo 1, Inc.
	2,632,874 <i>(expired)</i>	Call Solutions.com, Inc.
CALL SOLUTIONS	2,823,709	Call_Solutions.com, Inc.

**Common Law Trademarks/Service marks:**



The Art & Science of Customer Loyalty

Striped Band Design (see Exhibit A, attached hereto)

**Trade Names:**

NOVO 1

**Schedule B**

**Domain Names**

novol.com
answer.novol.com <sup>1</sup>
novolansweringservices.com
novolcallsolutions.com
novolcompany.com
novolcontactcenters.com
novolemarketing.com
novolincorporated.com
novolmarketing.com
novolmarketresearch.com
novolteleservices.com
novoldm.com
novolaurel.com <sup>2</sup>
novolnd.com
novolnd.net
novolnd.org

<sup>1</sup> This domain name is not a registered domain name, rather it is a second level domain that runs off of the novol.com domain name.

<sup>2</sup> The registrant of this domain name is NOVO 1, Inc., a Maryland corporation (f/k/a Protocall Communications, Inc.). To the extent Seller is deemed to have any right, title and/or interest in and to this domain name, Seller shall be deemed to have assigned any such right, title and/or interest in and to this domain name to Buyer pursuant to this Intellectual Property Assignment.

Exhibit A

Striped Band Design

See attached.

# Striped Band Usage

The NOVO 1<sup>SM</sup> identity uses supplemental graphic elements to reinforce the NOVO 1<sup>SM</sup> brand image. These graphic elements always need to follow their particular guide to usage.

When using the NOVO 1<sup>®</sup> striped band, the following are approved guidelines:

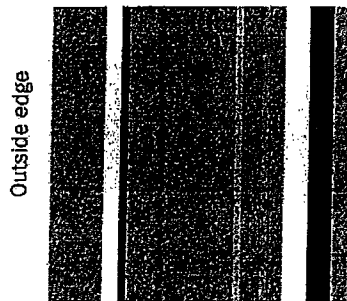
**Never:**

- Reproduce the art
- Resize the striped band disproportionately
- Change the striped band to a diagonal, or horizontal configuration.
- Change the colors of the striped band
- Fill an entire page with the striped band
- Place band indented from page edge

**Always:**

- Use the supplied electronic art
- Size striped band proportionately
- Use the vertical layout of the striped band
- Use the approved striped band for your graphic application
- Size the band 1/5th the width of the page
- Place band flush with edge of page

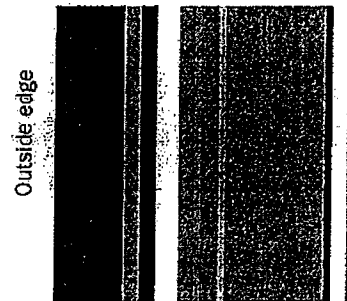
**Stripe A**



**Use:**

- In applications **except** when applied over an orange background.

**Stripe B**



**Use:**

- In applications **except** when applied over a blue background.