

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM346932

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PT On Call, P.S.		07/01/2015	CORPORATION:
RECEIVING PARTY DATA			
Name:	Therapy Placement Services Inc		
Street Address:	13115 NE 4th Street		
City:	Vancouver		
State/Country:	WASHINGTON		
Postal Code:	98684		
Entity Type:	INDIVIDUAL: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	1577023	PT ON CALL	
Registration Number:	1824722	OT ON CALL	
Registration Number:	2552420	ST ON CALL	
Registration Number:	3767180	TPS	
CORRESPONDENCE DATA			
Fax Number:	3607370200		
<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>			
Phone:	360-696-1070 x736		
Email:	molly@ptoncall.com		
Correspondent Name:	Therapy Placement Services, Inc		
Address Line 1:	13115 NE 4th Street		
Address Line 4:	Vancouver, WASHINGTON 98684		
NAME OF SUBMITTER:	Molly A Gould, President		
SIGNATURE:	/Molly A Gould/		
DATE SIGNED:	07/06/2015		
Total Attachments: 34			
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ASSET PURCHASE AGREEMENT: P.T. ON CALL

THIS ASSET PURCHASE AGREEMENT (this "Agreement") is made effective as of July 1, 2015, by and among THERAPY PLACEMENT SERVICES, INC., a Washington corporation, ("TPS"), MOLLY A. GOULD, ("Purchaser"), P.T. ON CALL, P.S., a Washington professional service corporation ("Seller"), DORIS E. JACKSON, ("Dode") and CHRISTOPHER F. JACKSON, ("Chris").

RECITALS:

- A. Seller is engaged in the business of operating a staffing agency to fill vacancies in the rehabilitation services industry (the "Business").
- B. Purchaser has been leasing the Business from Seller since April 1, 2015, pursuant to that certain Lease of Business Operations attached hereto as Exhibit A (the "LOB").
- C. Purchaser has exercised the purchase option under the LOB.
- D. Seller desires to sell and assign to Purchaser, and Purchaser desires to purchase from Seller, all the rights and assets (including Business goodwill) of Seller used by Seller in the operation of the Business on the terms and subject to the conditions set forth in this Agreement.
- E. Dode and Chris (collectively "Selling Shareholders") are the sole shareholders of and own all the stock of Seller.
- F. Purchaser is the sole shareholder of and owns all the stock of TPS.
- G. TPS has been operating the Business on behalf of Purchaser during portions of the LOB and will also do so following this transaction.

AGREEMENT:

Therefore, in consideration of the premises and of the covenants, representations, warranties, and agreements contained herein, and intending to be legally bound hereby, the parties agree as follows:

I. Purchase and Sale of Assets.

a) **Agreement of Purchase and Sale.** Except as described in Section 1(c), Purchaser agrees to purchase from Seller and Seller agrees to sell, transfer, assign, convey, and deliver to Purchaser, on the terms and conditions set forth in this Agreement, all the assets, properties, and rights used or held for use in the Business in connection with the operation of the Business. All said assets, properties, and rights are collectively referred to in this Agreement as the "Assets." All the Assets shall be conveyed to Purchaser free and clear of all liens, mortgages, pledges, security interests, options, claims, charges, or other encumbrances or restrictions of any kind.



b) **Description of Assets.** The Assets shall include all the assets that are used, held for use, or produced by Seller in the conduct of the Business. Without limiting the foregoing, Assets shall include:

- (i) all cash and cash equivalents as existing at the beginning of the LOB;
- (ii) all trade accounts receivable, notes receivable, negotiable instruments, and chattel paper at closing (collectively, the "Accounts Receivable"), which will be included as part of those Accounts Receivable as existing at the beginning of the LOB described on Schedule 1(b)(i);
- (iii) all earned but undelivered and unbilled revenue for any of Seller's services and work in process at the beginning of the LOB ("WIP");
- (iv) all furniture, fixtures, equipment (including office equipment), machinery, parts, computer hardware, inventory, supplies, and related packaging and labels (if any) and all other tangible property ("Property and Equipment"), including those described on Schedule 1(b)(ii);
- (v) all rights in connection with prepaid expenses at the beginning of the LOB ("Prepaid Expenses");
- (vi) all contracts for services, quotations and bids and all rights thereunder, to the extent performance is not complete as of the beginning of the LOB (the "Service Contracts");
- (vii) all rights in all intellectual property used in the Business, including all trade secrets, clients, business and marketing plans, copyrights and applications therefore, trademarks and applications therefore, service marks and applications therefore, Internet domain names, Web sites, trade or assumed business names and applications therefore, names and slogans used by Seller and all goodwill associated with such intellectual property rights, all licenses held by Seller to use any of the foregoing, and all telephone and facsimile numbers used by Seller in connection with the Business and all goodwill and other intangibles used or associated with the Business (collectively, the "Intellectual Property and Intangibles"), including those described on Schedule 1(b)(iii);
- (viii) all client files and all lists of customers, prospects, suppliers, and vendors, all Client Records and mailing lists ("Client Records");
- (ix) all books, records, and files (electronic and otherwise), including drawings, and other technical papers, payroll, employee benefit, insurance records, accounts receivable and payable, inventory, maintenance, and asset history records, ledgers, and books of original entry ("Books and Records");
- (x) all licenses, permits, registrations, and government approvals ("Permits") to the extent that such may be assigned to Purchaser; and



(xi) all rights and obligations under the lease for the business premises.

c) **Excluded Assets.** Purchaser shall not acquire from Seller the assets of Seller described on Schedule 1(c) attached hereto (the "Excluded Assets").

2. Seller's and Selling Shareholders' Liabilities.

a) **Excluded Liabilities.** Except as specifically set forth in Section 2(b), Seller and Selling Shareholders shall be jointly and severally liable and remain liable for, and shall discharge and perform in full when due, all liabilities and obligations of Seller of any kind and nature whatsoever, including but not limited to those described below:

(i) any liability or obligation of Seller or any affiliate of Seller for any federal, state, or local income, payroll, excise, business, or occupation tax or other taxes for any period (or portion thereof) ending on or before the Closing Date, whether accrued but unpaid, lawfully deferred or otherwise;

(ii) any liabilities or obligations for Taxes related to the Assets, the Business, or employees of Seller for periods (or portions thereof) ending on or before the Closing Date, and any portion of any personal property taxes attributable to any period or any portion of any period ending on or before the Closing Date (prorated as necessary);

(iii) any liabilities or obligations for trade or accounts payable of Seller, including those described on Schedule 2(a)(viii) (the "Accounts Payable").

(iv) **Assumed Liabilities.** At Closing, Purchaser shall assume and agree to discharge and perform only the liabilities described in Schedule 2(b) (the "Assumed Liabilities"). All other liabilities and obligations of Seller and Selling Shareholders, including but not limited to those described in Section 2(a) above, are collectively referred to herein as the "Excluded Liabilities" and Purchaser shall assume no liabilities, indebtedness, or other obligations of Seller or Selling Shareholders in respect of the Excluded Liabilities. Seller and Selling Shareholders shall jointly and severally remain liable for the Excluded Liabilities and shall discharge and perform in full when due all the Excluded Liabilities. Purchaser shall not and shall not be deemed to be a successor of Seller's Business, it being expressly understood that Purchaser is acquiring assets.

3. Time and Place of Closing. The transactions contemplated by this Agreement shall be consummated (the "Closing") at 10:00 a.m., Pacific Standard Time, at the offices of Landerholm, P.S., 805 Broadway Street, Suite 1000, Vancouver, Washington, 98660, on July 1, 2015, or on such other date or time as shall be agreed upon by the parties. The date on which Closing shall occur in accordance with the preceding sentence is referred to in this Agreement as the "Closing Date." The parties need not be physically present at Closing.

4. Purchase Price and Payments. The purchase price for the purchase of the Assets shall be the assumption of the assumed liabilities and NINE HUNDRED FIFTY-FIVE THOUSAND AND NO/100 DOLLARS (\$955,000.00) (the "Purchase Price"), and payable as follows:

a) **Secured Promissory Note.** At Closing, Purchaser shall execute a secured promissory note in favor of Seller in the principal amount of NINE HUNDRED FIFTY-FIVE THOUSAND NO/100 DOLLARS (\$955,000.00), at five percent (5%) interest.

b) **Allocation of Purchase Price.** The parties have agreed on the purchaser and seller drafts of IRS Form 8594 for the Assets, allocating the Purchase Price among the Assets, which drafts are attached hereto as Exhibit B (the "Purchase Price Allocation"). Seller, Selling Shareholders, and Purchaser agree (on behalf of themselves and their respective affiliates) to jointly complete and separately file IRS Form 8594 with their respective federal income tax returns for the tax year in which the Closing Date occurs. No party hereto shall take a position on any income tax return that is in any manner inconsistent with the terms of the Purchase Price Allocation without the written consent of each of the other parties.

c) **Security Agreement.** The obligations of Purchaser and TPS hereunder shall be secured by a lien against all Assets.

d) **Guaranty.** TPS shall provide a guaranty for the obligations of Purchaser pursuant to Exhibit G.

e) **LOB.** Pursuant to the LOB, Purchaser shall pay lease payments of TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00) to Seller on October 1, 2015; November 1, 2015; and December 1, 2015.

f) **Consulting.** In addition to the purchase price, Purchaser shall pay Dode FIFTEEN THOUSAND AND NO/100 DOLLARS (\$15,000.00) for consulting services for the thirty-six (36) months following closing in monthly payments of FOUR HUNDRED SIXTEEN AND 67/100 DOLLARS (\$416.67). Dode shall be reasonably available for such consulting up to a maximum of four (4) hours per month during such 36-month period.

5. **Adjustments.** The operation of the Business and related income and expenses up to the close of business on the day before the Closing Date shall be for the account of Seller and thereafter for the account of Purchaser. Expenses, including but not limited to utilities, personal property taxes, rents, real property taxes, wages, vacation pay, payroll taxes, and fringe benefits of employees of Seller, shall be prorated between Seller and Purchaser as of the close of business on the Closing Date, the proration to be made and paid, insofar as reasonably possible, on the Closing Date, with settlement of any remaining items to be made within 60 business days following the Closing Date as determined by Purchaser.

6. **Seller and Selling Shareholders' Representations and Warranties.** Seller and Selling Shareholders each jointly and severally represent, and warrant to Purchaser as of the date of this Agreement and as of Closing, that:

a) **Corporate Existence.** Seller is a professional service corporation duly organized and validly existing under the laws of the State of Washington, whose sole shareholders are Selling Shareholders. Seller has all requisite corporate power and authority to own, lease, and operate the Assets and to carry on the Business as it is now being conducted.

b) **Subsidiaries and Other Investments.** Seller does not have any investments in or own any securities of any business, enterprise, corporation, partnership, joint venture, or other entity or organization.

c) **Authorization.** Seller has full power and lawful authority to execute and deliver this Agreement and to consummate and perform the transactions contemplated hereby. The execution, delivery, and performance of this Agreement have been duly authorized and approved by the board of directors of Seller and, if applicable, the Selling Shareholders, and this Agreement constitutes the legal, valid and binding obligation of each of Seller and Selling Shareholders enforceable against them in accordance with its terms.

d) **Transfer Not Subject to Encumbrances or Third Party Approval.** The execution and delivery of this Agreement, or any agreement contemplated by this Agreement, by Seller and Selling Shareholders, and the consummation of the contemplated transactions, will not result in the creation or imposition of any valid lien, charge, or encumbrance on any of the Assets. Neither the execution and delivery of this Agreement by Seller nor the consummation and performance of the transactions contemplated hereby in accordance with the terms hereof (i) requires the approval or consent of, or notice to, any governmental authority, or (ii) will conflict with or result in the breach or default under, or cause an acceleration of any payments pursuant to (a) the certificate of incorporation or bylaws of Seller, or (b) any law or any rule, regulation, order, writ, injunction, or decree of any court or other governmental authority, or (c) any mortgage, note, or other agreement or instrument to which Seller is a party or by which it (or its property) is bound, except for the consent of third parties required for the assignment of the Service Contracts, if any.

e) **Employment Agreements.** All employees of Seller are "at will" employees, and there are no written or verbal employment, commission, or compensation agreements of any kind between Seller and its employees.

f) **Severance.** Seller has no severance pay plan, policy, practice, or agreement with any of its employees or Selling Shareholders.

g) **Compliance with Laws.** To the best of Seller's knowledge, Seller has at all times conducted the Business in compliance with its articles of incorporation, its bylaws, all its other governing documents, and all applicable laws and regulations. Seller is not in violation of any applicable laws or regulations, other than violations that singly or in the aggregate do not, and with the passage of time will not, in any way adversely affect the Assets. Seller is not subject to any outstanding order, writ, injunction, or decree, and Seller has not been charged with or threatened with a charge of a violation of any provision of federal, state, or local law or regulation.

h) **Litigation.** To the best of Sellers knowledge there is no claim, litigation, proceeding, or investigation pending or threatened against Seller or Selling Shareholders, nor is there any basis for any such claim, litigation, proceeding, or investigation.



i) **Title and Condition of Assets.**

(i) Seller owns all the Assets free and clear of all liens, mortgages, pledges, security interests, options, claims, charges, or other encumbrances or restrictions of any kind unless specified in Schedule 2(b); and

(ii) Seller has good and absolute marketable title to each of the Assets.

j) **Property and Equipment.** Schedule 1(b)(i) is in all respects a correct and complete list and description of all Property and Equipment of Seller as of the Closing Date.

k) **Prepaid Expenses.** All Prepaid Expenses of Seller as of the Closing Date shall be transferred to Purchaser.

l) **Service Contracts.** All Service Contracts of Seller as of the Closing Date shall be transferred to Purchaser.

m) **Intellectual Property and Intangibles.** Schedule 1(b)(iii) is in all respects a correct and complete list and description of all Intellectual Property and Intangibles of Seller as of the Closing Date.

n) **Client Records.** All Client Records of Seller as of the Closing Date shall be transferred to Purchaser.

o) **Books and Records.** All Books and Records of Seller as of the Closing Date necessary for the Business shall be kept at the Business premises and transferred to Purchaser.

7. **Representations and Warranties of Purchaser and TPS.** Purchaser and TPS, jointly and severally, represent and warrant to Seller as follows:

a) **Corporate Existence.** TPS is a Washington corporation duly organized and validly existing under the laws of the State of Washington. TPS has all requisite corporate power and authority to enter into this Agreement and perform its obligations hereunder.

b) **Authorization.** The execution, delivery, and performance of this Agreement have been duly authorized and approved by the board of directors of TPS and this Agreement constitutes a valid and binding agreement of Purchaser and TPS in accordance with its terms.

c) **No Violation.** Neither the execution nor the delivery of this Agreement (or of any instrument or document to be executed or delivered pursuant to the terms hereof) will result in the violation of any contractual obligation of TPS or Purchaser to any third party.

8. **Covenants of Seller and Selling Shareholders.** Seller and Selling Shareholders each jointly and severally covenant to Purchaser and TPS as follows:



a) **Change of Name.** On or prior to the Closing Date, Seller and Selling Shareholders will change Seller's legal name or trade name and take all action necessary to permit Purchaser or TPS to legally commence use of the name P.T. On Call.

b) **Conditions and Further Assurances.** Seller and Selling Shareholders will effectuate the transactions contemplated by this Agreement and fulfill all the conditions of the obligations of Seller and Selling Shareholders under this Agreement, and will do all acts and things requested by Purchaser or TPS that are necessary or appropriate to carry out their respective obligations under this Agreement and to consummate and complete all the transactions contemplated by this Agreement.

c) **Noncompetition and Non-solicitation.** Seller and Selling Shareholders agree not to compete with Purchaser in the operation of the Business or solicit any clients or employees of Purchaser within the two hundred fifty (250) mile radius of the present location for a period of five (5) years after the Closing Date, and as more fully described in the noncompetition and non-solicitation agreement attached hereto as Exhibit D (the "Noncompetition and Non-solicitation Agreement").

9. **Conditions Precedent to Purchaser's Obligations.** The obligation of Purchaser to purchase the Assets is subject to the fulfillment, before or at the Closing Date, of each of the following conditions, any one or portion of which may be waived in writing by Purchaser:

a) **Representations and Warranties.** All representations and warranties made in this Agreement by Seller and Selling Shareholders shall be true as of the Closing Date as fully as though such representations and warranties had been made on and as of the Closing Date, and as of the Closing Date, neither Seller nor Selling Shareholders shall have violated or shall have failed to perform in accordance with any covenant contained in this Agreement.

b) **Instruments of Conveyance.** Seller shall have delivered such deeds, bills of sale, assignments, trademark assignments, endorsements, certificates of title, and such other good and sufficient instruments of sale, conveyance, assignment, release, and transfer as shall, in the reasonable judgment of counsel for Purchaser, be necessary or appropriate to vest in Purchaser good and marketable unencumbered title to the Assets, free and clear of any and all security interests, mortgages, pledges, liens, and encumbrances of every descriptions except as may be granted to Seller secure Purchaser's performance hereunder or under the Promissory Note contemplated herein. Purchaser shall identify no less than three days before closing all instruments of conveyance required under this Section 9(b).

c) **No Suits or Actions.** As of the Closing Date, no suit, action, or other proceeding shall have been threatened or instituted to restrain, enjoin, or otherwise prevent the consummation of this Agreement or the transactions contemplated hereby.

10. **Conditions Precedent to Obligations of Seller and Selling Shareholders.** The obligations of Seller and Selling Shareholders to consummate this Agreement and the transactions contemplated by this Agreement are subject to the fulfillment, before or at the



Closing Date, of each of the following conditions, any one or a portion of which may be waived in writing by Seller:

a) **Representation, Warranties, and Covenants of Purchaser.** All representations and warranties made in this Agreement by Purchaser shall be correct and accurate as of the Closing Date as fully as though such representations and warranties had been made on and as of the Closing Date, and Purchaser shall not have violated or shall not have failed to perform in accordance with any covenant contained in this Agreement.

b) **No Suits or Actions.** As of the Closing Date, no suit, action, or other proceeding shall have been threatened or instituted to restrain, enjoin, or otherwise prevent the consummation of this Agreement or the transactions contemplated hereby.

11. Indemnification and Survival.

a) **Survival of Representations, Warranties, and Covenants.** All representations, warranties, and covenants made in this Agreement shall survive the Closing Date.

b) **Seller's and Selling Shareholders' Indemnification.**

(i) Seller and Selling Shareholders each jointly and severally covenant and agree to indemnify, defend, and hold Purchaser, its successors, and its assigns harmless from and against any and all damage or deficiency resulting from any misrepresentation, breach of warranty or covenant, or non-fulfillment of any agreement on the part of Seller or Selling Shareholders under this Agreement or any agreement contemplated hereby.

(ii) Seller's and Selling Shareholders' indemnity obligations under this Section 11(b) shall require that Purchaser give written notice to Seller and Selling Shareholders concerning such claim, and Seller and Selling Shareholders shall, at no expense to Purchaser, defend such claim.

c) **Purchaser's and TPS' Indemnification.**

(i) Purchaser and TPS covenant and agree to indemnify, defend, and hold Seller and Selling Shareholders and their respective successors and assigns harmless from and against:

a. Any and all claims, liabilities, and obligations of every kind and description, contingent or otherwise, arising out of or related to the operation of the Business after the Closing Date.

b. Any and all damage or deficiency resulting from any misrepresentation, breach of warranty or covenant, or non-fulfillment of any agreement on the part of Purchaser and TPS under this Agreement.



(ii) Purchaser's and TPS' indemnity obligations under this Section 11(c) shall require that Seller or Selling Shareholders give written notice to Purchaser and TPS concerning such claim, and Purchaser and TPS shall, at no expense to Seller or Selling Shareholders, defend such claim.

12. Covenants Regarding Business Operation. So long as any amounts remain due to Seller, Purchaser and TPS shall:

a) Preserve and maintain TPS' existence and good standing in the jurisdiction of its incorporation, and qualify and remain qualified as a foreign corporation in each jurisdiction in which such qualification is required.

b) Maintain, keep, and preserve all of its properties (tangible and intangible) necessary or useful in the proper conduct of its business in good working order and condition, ordinary wear and tear excepted.

c) Continue to engage in an efficient and economical manner in a business of the same type as conducted by it on the date of this Agreement with no diversion of corporate opportunities to affiliated entities, businesses, and/or persons.

d) Comply in all respects with all applicable laws, rules, regulations, and orders, such compliance to include, without limitation, paying before the same become delinquent all taxes, assessments, and governmental charges imposed upon Purchaser or upon its property.

e) Pay all of Purchaser's debt and obligations promptly and in accordance with the terms thereof.

f) Not grant any liens or security interest of any nature against the Assets, except for hereunder.

g) Maintain existing ownership of TPS with no change which would cause Purchaser to own less than fifty percent (50%) of all economic rights and control rights in TPS.

13. Reporting Requirements. At all times while there may remain any amounts owing to Seller, the following shall apply:

a) Seller and Seller's agent shall have the right to inspect the business premises of the Purchaser. Such inspections are limited to once per quarter and during normal business hours.

b) TPS shall submit a reasonably detailed, internally prepared balance sheet and income statement to Seller each quarter, no later than the twentieth (20th) day following the end of each quarter, which includes all financial activities and accounts through the month.

14. **Purchaser to Maintain Adequate Insurance.** Purchaser agrees to keep in force at its expense while there remains any amounts owing to Seller such liability insurance as will protect it from claims, under worker's compensation laws or otherwise, for bodily injury and death, and for property damage, that may arise out of the operation of the business. The minimum liability limits of such insurance shall not be less than that in place on the effective date hereof by Seller.

15. **Professional Liability Insurance.** Purchaser shall provide and maintain, at its sole expense, a professional liability insurance policy effective as of the closing date. Such policy shall include coverage at least as broad as that carried by the Seller and provide limits of no less than those carried by Seller at the time of this transaction.

16. **Closing.**

a) **Obligations of Seller and Selling Shareholders at Closing.** At Closing, Seller and Selling Shareholders shall deliver to Purchaser the following:

(i) an executed and original bill of sale and assignment transferring the Assets to Purchaser in the form attached hereto as Exhibit E (the "Bill of Sale and Assignment");

(ii) an executed and original counterpart to the Noncompetition and Non-solicitation Agreement;

(iii) an executed and original counterpart to a security agreement securing the obligations and performance of Purchaser under the Promissory Note in the forms attached hereto as Exhibit F1 and Exhibit F2 (the "Security Agreements");

(iv) such other certificates and documents as necessary or appropriate to consummate the transactions contemplated by this Agreement, including an assignment of lease attached as Exhibit H.

b) **Obligations of Purchaser at Closing.** At Closing, Purchaser and/or TPS shall deliver to Seller the following:

(i) an executed and original of the Promissory Note;

(ii) an executed original counterparts to the Security Agreements;

(iii) an executed original counterpart to the Noncompetition and Non-solicitation Agreement; and

(iv) such other certificates and documents as necessary or appropriate to consummate the transactions contemplated by this Agreement, including an assignment of lease attached as Exhibit H.

17. Termination of Agreement.

a) **By Mutual Consent.** This Agreement may be terminated at any time prior to Closing by mutual written consent of the parties.

b) **Breach of Representations and Warranties; Failure of Conditions.** Purchaser may elect by notice to Seller, and Seller may elect by notice to Purchaser, to terminate this Agreement if:

(i) The terminating party shall have discovered a material error, misstatement, or omission in the representations and warranties made in this Agreement by the other party that shall not have been cured by such other party within five days after written notice to such other party specifying in detail such asserted error, misstatement, or omission, or by the Closing Date, whichever first occurs.

(ii) All the conditions precedent of the terminating party's obligations under this Agreement as set forth in either Section 9 or 10, as the case may be, have not occurred and have not been waived by the terminating party on or prior to the Closing Date.

c) **Closing Notwithstanding the Right to Terminate.** The party with a right to terminate this Agreement pursuant to Section 13(b) shall not be bound to exercise such right, and its failure to exercise such right shall not constitute a waiver of any other right it may have under this Agreement, including but not limited to remedies for breach of any representation, warranty, or covenant.

d) **Regular Corporation.** The parties acknowledge and agree that TPS, following assignment from Purchaser, shall operate the Business as a regular corporation rather than a professional service corporation. The parties agree that if such operation is or becomes in violation of Washington law then this Agreement may be voided by Purchaser and TPS at any time.

18. Miscellaneous.

a) **Notices.** All notices required or permitted to be given under this Agreement shall be in writing and delivered as follows:

If to Seller or Selling Shareholders:
Doris E. Jackson and Christopher F. Jackson
7809 SE 17th Street
Vancouver, Washington 98664

If to Purchaser or TPS:
Molly A. Gould
13115 NE 4th Street, Suite 100
Vancouver, Washington 98684

provided, however, copies delivered as indicated above shall not constitute notice on each party hereto.

Notices may be served by certified or registered mail, postage paid with return receipt requested; by private courier, prepaid; by telex, facsimile, or other telecommunication device capable of transmitting or creating a written record; or personally. Mailed notices shall be deemed delivered five days after mailing, properly addressed. Couriers notices shall be deemed delivered on the date that the courier warrants that delivery will occur. Telex or telecommunicated notices shall be deemed delivered when receipt is either confirmed by confirming transmission equipment or acknowledged by the addressee or its office. Personal delivery shall be effective when accomplished. Unless a party changes its address by giving notice to the other party as provided herein, notices shall be delivered to the parties at the addresses set forth above.

b) **Section Headings.** The section headings in this Agreement are for convenience only; they do not give full notice of the terms of any portion of this Agreement and are not relevant to the interpretation of any provision of this Agreement.

c) **Incorporation of Exhibits and Schedules.** All schedules and exhibits referenced in and attached to this Agreement are by this reference incorporated into and made a part of this Agreement.

d) **Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington applicable to contracts made and wholly performed within the State of Washington by persons domiciled in Washington. The parties agree that with respect to any dispute or legal action arising out of or related to this Agreement, the exclusive jurisdiction and venue shall be the state and federal courts located in Clark County, Washington.

e) **Severability.** Any provision of this Agreement that is deemed invalid or unenforceable shall be ineffective to the extent of such invalidity or unenforceability, without rendering invalid or unenforceable the remaining provisions of this Agreement.

f) **Integration; Amendment.** This Agreement together with the Consulting Agreements, Security Agreement, Promissory Note, and Schedules and Exhibits hereto and thereto, which are hereby incorporated by this reference, constitutes the entire agreement of the parties relating to the subject matter of this Agreement. There are no promises, terms, conditions, obligations, or warranties other than those contained in this Agreement. This Agreement supersedes all prior communications, representations, or agreements, oral or written, among the parties relating to the subject matter of this Agreement. This Agreement may not be amended except in writing executed by the parties.

g) **Waiver.** No provision of this Agreement shall be waived unless the waiver is in writing signed by the waiving party. No failure by any party to insist upon the strict performance of any provision of this Agreement, or to exercise any right or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach of such provision or of any other provision.

No waiver of any provision of this Agreement shall be deemed a waiver of any other provision of this Agreement or a waiver of such provision with respect to any subsequent breach, unless expressly provided in writing.

h) **Attorney Fees.** If any suit or action arising out of or related to this Agreement is brought by any party, the prevailing party or parties shall be entitled to recover the costs and fees, including without limitation reasonable attorney fees as approved by the court, the fees and costs of experts and consultants, copying, courier, and telecommunication costs, and deposition costs and all other costs of discovery, incurred by such party or parties in such suit or action, including without limitation any post trial or appellate proceeding or review, or in the collection or enforcement of any judgment or award entered or made in such suit or action.

i) **Continuing Agreement; Binding Effect.** This Agreement shall bind and inure to the benefit of, and be enforceable by, the parties and their respective successors, heirs, and permitted assigns.

j) **Assignment.** Neither party may assign this Agreement, in whole or in part, without the express written consent of the other party; provided Purchaser may assign her rights hereunder to TPS (but such assignment shall not release Purchaser).

k) **No Third Party Beneficiary Rights.** No person not a party to this Agreement is an intended beneficiary of this Agreement, and no person not a party to this Agreement shall have any right to enforce any term of this Agreement.

l) **Representation.** Each other party to this Agreement acknowledges and represents that the party had an opportunity to consult with legal counsel prior to executing this Agreement.

m) **Counterparts.** This Agreement may be executed in any number of counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart.

n) **Legal Representation.** THE PARTIES ACKNOWLEDGE AND AGREE THAT THIS AGREEMENT HAS BEEN PREPARED BY COUNSEL FOR PURCHASER. EACH PARTY HAS SOUGHT THE ADVICE OF INDEPENDENT COUNSEL IN REGARD TO THE CLOSING OF THIS TRANSACTION. THE EXECUTION OF THIS AGREEMENT AND THE CLOSING OF THIS TRANSACTION SHALL BE DEEMED EACH PARTY'S ACKNOWLEDGEMENT THAT THEY HAVE EITHER SOUGHT INDEPENDENT LEGAL ADVICE OF COUNSEL OR WAIVED THEIR RIGHT TO DO SO.

o) **Cross Default.** Any default by Purchaser in payment or performance under the terms of this Agreement shall constitute a default upon all documents to be executed or delivered by such party at the time of the closing of this sale; and any default by Purchaser upon any document to be executed and delivered by such party at the time of the closing of this sale shall constitute a default under this Agreement and under any other document executed and delivered by such party at the time of the closing of this sale.

p) **Sales Tax.** Any sales or use tax generated by this transaction shall be paid by Seller.

q) **Transferability.** Purchaser shall not sell, assign, or transfer its interest hereunder without the express written consent of the Seller.

r) **Time of the Essence.** Time is of the essence of this Agreement.

s) **Future Assurances.** Each of the parties shall, upon the request of any other party, execute and deliver such additional documents as may be necessary or convenient for the purpose of evidencing or perfecting any rights or interests arising under this Agreement.


IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

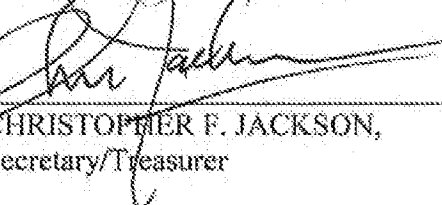
SELLER:

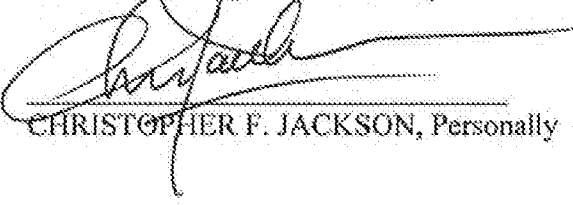
SELLING SHAREHOLDERS:

P.T. ON CALL, P.S., a Washington professional service corporation

By: 
DORIS E. JACKSON, President


DORIS E. JACKSON, Personally

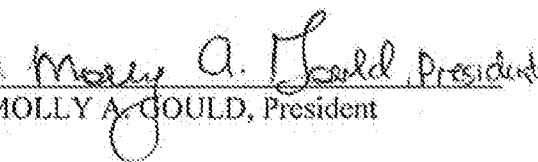
By: 
CHRISTOPHER F. JACKSON,
Secretary/Treasurer

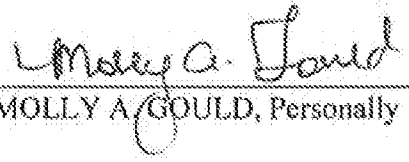

CHRISTOPHER F. JACKSON, Personally

TPS:

PURCHASER:

THERAPY PLACEMENT SERVICES, INC., a Washington corporation

By: 
MOLLY A. GOULD, President


MOLLY A. GOULD, Personally

INDEX OF ATTACHED SCHEDULES AND EXHIBITS

Attached Schedules:

Schedule 1(b)(i) – Accounts Receivable Aging By Client
Schedule 1(b)(iv) – Property and Equipment
Schedule 1(b)(vi) – Intellectual Property and Intangibles
Schedule 1(c) – Excluded Assets
Schedule 2(a)(viii) – Accounts Payable And Accrued Expenses As
of Closing Date
Schedule 2(b) – Assumed Liabilities

Attached Exhibits:

Exhibit A – Lease of Business Operations
Exhibit B – Secured Promissory Note (4(b))
Exhibit C – Purchase Price Allocation (4(c))
Exhibit D – Noncompetition and
Non-solicitation Agreement (8(c))
Exhibit E – Bill of Sale and Assignment (12(a)(i))
Exhibit F1 – Security Agreement: Molly (12(a)(iii))
Exhibit F2 – Security Agreement: TPS (12(a)(iii))
Exhibit G – Guaranty
Exhibit H – Assignment of Lease

SCHEDULE 1(b)(i)
ACCOUNTS RECEIVABLE AGING BY CLIENT

ASSET PURCHASE AGREEMENT - 16
G0UM01-000001 - 1154817_3.doc



LANDERHOLM

805 Broadway Street, Suite 1000
PO Box 1086
Vancouver, WA 98666
T: 360-696-3312 • F: 360-696-2122

TRADEMARK

REEL: 005568 FRAME: 0905

PT On Call,PS

COMPANY CONFIDENTIAL

Deliver To:

Activity from 3/31/2015 through 3/31/2015

Run by: Michelle Gillie

Report created: 7/1/2015 11:24:08 A

PTOC AR Aging Report

Cust#	CustomerName	Inv Date	Invoice#	Inv Amt	Due Date Paid	Current	0-30	31-60	61-90	Over 90	Total	Credit Limit
24595	PT On Call Services				(00) 3/24/2015	\$0.00					\$0.00	\$0.00
Primary												
3/20/201	42185			(\$23.08)	4/9/2015	\$0.00	(\$23.08)					
3/20/201	42183			\$23.08	4/9/2015	\$0.00	\$23.08					
25850	Supplemental				(50) 6/15/2015	\$14,732.51	\$1,352.83				\$16,085.34	\$0.00
Hillsboro Rehab and Spec												
2/11/201	42018			\$1,352.83	3/28/2015	\$0.00				\$1,352.83		
2/16/201	42037			\$2,239.90	4/2/2015	\$0.00				\$2,239.90		
2/18/201	42046			\$323.23	4/4/2015	\$0.00				\$323.23		
2/23/201	42077			\$2,278.73	4/9/2015	\$0.00				\$2,278.73		
2/28/201	42120			\$2,047.34	4/14/2015	\$0.00				\$2,047.34		
3/11/201	42149			\$1,528.80	4/23/2015	\$0.00				\$1,528.80		
3/17/201	42178			\$2,028.00	5/1/2015	\$0.00				\$2,028.00		
3/24/201	42210			\$1,748.45	5/8/2015	\$0.00				\$1,748.45		
3/30/201	42239			\$462.64	5/14/2015	\$0.00				\$462.64		
3/31/201	42247			\$2,075.42	5/15/2015	\$0.00				\$2,075.42		
25850	Supplemental Services				(61) 5/15/2015	\$1,401.54	\$1,122.11				\$2,523.65	\$0.00
Primary												
1/28/201	41952			\$1,304.51	3/14/2015	\$542.75				\$761.76		
2/9/2015	42010			\$360.35	3/26/2015	\$0.00				\$360.35		
2/27/201	42096			\$148.51	4/13/2015	\$0.00				\$148.51		

Customer Name	Inv. Date	Invoice#	Inv. Amt	Date Paid	Current	0-30	31-60	61-90	Over 90	Total	Credit Limit
Mission Healthcare	2/27/201	42086	\$346.98	4/13/2015	\$0.00	\$346.98					
	3/17/201	42176	\$499.20	5/1/2015	\$0.00	\$499.20					
	3/23/201	42204	\$406.85	5/7/2015	\$0.00	\$406.85					
	2/28/0	Supplemental Healthcare Services	(515) 606-5000		\$889.25					\$889.25	\$0.00
Mission Healthcare	2/23/201	42056	\$466.75	4/9/2015	\$0.00	\$466.75					
	3/10/201	42236	\$422.50	5/14/2015	\$0.00	\$422.50					
	2/28/0	Supplemental Healthcare Services	(515) 606-5000		\$419.33					\$419.33	\$0.00
Gilman Care Center	3/23/201	42205	\$419.33	5/7/2015	\$0.00	\$419.33					
	2/28/0	Supplemental Healthcare Services	(515) 606-5000		\$261.27					\$261.27	\$0.00
Discover Nursing and Reha	3/17/201	42177	\$261.27	5/1/2015	\$0.00	\$261.27					
	2/28/0	Supplemental Healthcare Services	(515) 606-5000		\$1,513.80					\$1,513.80	\$0.00
The Pearl	3/9/2015	42141	\$487.97	4/23/2015	\$0.00	\$487.97					
	3/23/201	42206	\$529.75	5/7/2015	\$0.00	\$529.75					
	3/31/201	42246	\$496.08	5/15/2015	\$0.00	\$496.08					
	2/28/0	Supplemental Healthcare Services	(515) 606-5000		\$453.65					\$1,023.89	\$0.00
Gresham Rehab	2/11/201	42017	\$453.65	3/28/2015	\$0.00	\$453.65					
	3/20/201	42237	\$570.34	5/14/2015	\$0.00	\$570.34					
	2/28/0	Supplemental Healthcare Services	(515) 606-5000		\$3,449.55					\$3,449.55	\$0.00
West Hills	2/18/201	42044	\$288.91	4/4/2015	\$0.00	\$288.91					
	3/9/2015	42142	\$717.60	4/23/2015	\$0.00	\$717.60					
	3/16/201	42165	\$1,278.58	4/30/2015	\$0.00	\$1,278.58					

Cust#	Customer Name	Invt Date	Invt Amt	Due Date Paid	Current	0-30	31-60	61-90	Over 90	Total	Credit Limit
3/23/201	42207	\$459.89		5/7/2015	\$0.00					\$459.89	
3/30/201	42238	\$704.57		5/14/2015	\$0.00					\$704.57	
25355	Supplemental Healthcare Services			6/03/2015	\$1,034.28	\$287.95				\$1,322.23	\$0.00
Crestview Nursing and Re											
2/9/2015	42012	\$287.95		3/26/2015	\$0.00					\$287.95	
2/18/201	42045	\$792.48		4/4/2015	\$0.00					\$792.48	
2/23/201	42076	\$241.80		4/9/2015	\$0.00					\$241.80	
25350	Supplemental Healthcare Services			6/03/2015	\$1,052.06					\$1,052.06	\$0.00
Mentle Park											
2/28/201	42112	\$1,052.06		4/14/2015	\$0.00					\$1,052.06	
25300	Supplemental Healthcare Services			6/03/2015	\$450.66					\$450.66	\$0.00
Cascade Terrace											
2/5/2015	41989	\$450.66		3/22/2015	\$0.00					\$450.66	
25331	Supplemental Healthcare Services			6/03/2015	\$211.05					\$211.05	\$0.00
Mountain View Rehab											
2/9/2015	42013	\$211.05		3/26/2015	\$0.00					\$211.05	
25359	Supplemental Healthcare Services			6/03/2015	\$251.14					\$251.14	\$0.00
Chickamas Rehab											
2/19/201	42054	\$251.14		4/5/2015	\$0.00					\$251.14	
25394	Supplemental Healthcare Services			6/03/2015	\$8,894.70	\$3,014.57				\$11,899.27	\$0.00
Laurelhurst Village Rehab											
1/31/201	41972	\$2,291.95		3/17/2015	\$1,820.83					\$471.12	
2/9/2015	42014	\$2,543.45		3/26/2015	\$0.00					\$2,543.45	
2/16/201	42038	\$2,344.55		4/2/2015	\$0.00					\$2,344.55	
2/23/201	42078	\$2,361.84		4/9/2015	\$0.00					\$2,361.84	
2/28/201	42121	\$434.93		4/14/2015	\$0.00					\$434.93	
2/28/201	42113	\$2,255.14		4/14/2015	\$0.00					\$2,255.14	

Customer Name	Inv Date	Invoice#	Inv Amt	Due Date	Paid	Current	0-30	31-60	61-90	Over 90	Total	Credit Limit
	3/9/2015	42143	\$1,001.52	4/23/2015	\$0.00	\$1,001.52						
	3/16/201	42166	\$486.72	4/30/2015	\$0.00	\$486.72						
Supplemental Health Services (503) 231-5719												
Prestige Reedwood						\$319.06					\$319.06	\$0.00
	12/24/20	41812	\$319.06	2/7/2015	\$0.00			\$319.06				
Supplemental Health Services (503) 570-6655												
Salem Transitional Care						\$989.04					\$989.04	\$0.00
	2/27/201	42067	\$989.04	4/13/2015	\$0.00	\$989.04						
Supplemental Health Services (503) 570-6655												
Mary Woods						\$290.40					\$290.40	\$0.00
	1/21/201	41964	\$290.40	3/17/2015	\$0.00			\$290.40				
Supplemental Health Services (503) 570-6655												
Puyallup Nursing and Reh						\$1,540.45					\$1,540.45	\$0.00
	3/30/201	42240	\$1,540.45	5/14/2015	\$0.00	\$1,540.45						
Advent Health (503) 724-0006												
Primary						\$1,562.64					\$1,562.64	\$0.00
	2/16/201	42024	\$1,562.64	3/18/2015	\$0.00			\$1,562.64				
Advent Health (503) 724-0006												
McMinnville Physical Ther						\$3,673.00					\$3,673.00	\$0.00
	3/23/201	42187	\$1,901.61	4/22/2015	\$0.00	\$1,901.61						
	3/30/201	42218	\$1,771.39	4/29/2015	\$0.00	\$1,771.39						
Advent Health Center (503) 533-7450												
PT Clackamas						\$3,841.49					\$3,841.49	\$0.00
	3/23/201	42188	\$2,018.41	4/22/2015	\$0.00	\$2,018.41						
	3/30/201	42219	\$1,823.08	4/29/2015	\$0.00	\$1,823.08						
Advent Health Center (503) 533-7450												
PT OP						\$4,329.82					\$4,329.82	\$0.00
	3/23/201	42189	\$2,881.12	4/22/2015	\$0.00	\$2,881.12						

Cust#	CustomerName	Inv Date	Invoice#	Inv Amt	Day	Date Paid	Current	0-30	31-60	61-90	Over 90	Total	Credit Limit
3/30/201		4/22/2015	42220	\$1,448.70		4/29/2015	\$0.00	\$1,448.70					
25095	Albion Medical Center						\$3,011.34					\$3,011.34	\$0.00
	Parsons Clinic OP												
3/23/201		4/22/2015	42190	\$1,871.91		4/22/2015	\$0.00	\$1,871.91					
3/30/201		4/29/2015	42221	\$1,139.43		4/29/2015	\$0.00	\$1,139.43					
25095	Albion Medical Center						\$4,573.91					\$4,573.91	\$0.00
	Primary												
3/5/2015		4/4/2015	42123	\$1,153.55		4/4/2015	\$0.00	\$1,153.55					
3/19/201		4/18/2015	42182	\$1,215.49		4/18/2015	\$0.00	\$1,215.49					
3/23/201		4/22/2015	42191	\$1,113.58		4/22/2015	\$0.00	\$1,113.58					
3/30/201		4/29/2015	42222	\$1,091.29		4/29/2015	\$0.00	\$1,091.29					
25095	Cross Community Services						\$799.00	\$80.92	\$80.92			\$879.92	\$0.00
	Beaumontline Nursing												
1/16/201		2/15/2015	41997	\$612.00		2/15/2015	\$531.08	\$80.92					
2/5/2015		3/7/2015	41985	\$799.00		3/7/2015	\$0.00	\$799.00					
25095	Cross Community Services						\$6,571.50					\$6,571.50	\$0.00
	Previdence St Mary Medic												
1/31/201		3/27/2015	41958	\$2,574.00		3/27/2015	\$0.00	\$2,574.00					
2/9/2015		3/11/2015	41995	\$3,061.50		3/11/2015	\$0.00	\$3,061.50					
2/13/201		3/15/2015	42020	\$936.00		3/15/2015	\$0.00	\$936.00					
25095	Cross Community Services						\$9,302.61	\$2,198.23				\$11,500.84	\$0.00
	Home Health												
2/28/201		3/30/2015	42099	\$2,198.23		3/30/2015	\$0.00	\$2,198.23					
3/10/201		4/9/2015	42147	\$2,397.87		4/9/2015	\$0.00	\$2,397.87					
3/18/201		4/17/2015	42179	\$1,796.13		4/17/2015	\$0.00	\$1,796.13					
3/24/201		4/23/2015	42208	\$2,384.69		4/23/2015	\$0.00	\$2,384.69					
3/30/201		4/29/2015	42223	\$2,723.92		4/29/2015	\$0.00	\$2,723.92					

Customer Name	Invoice #	Invoice Amt	Due Date	Current	0-30	31-60	61-90	Over 90	Total	Credit Limit
David Douglas School District										
David Douglas Office				\$6,933.01					\$6,933.01	\$0.00
3/10/2015	42148	\$2,411.01	4/9/2015	\$0.00					\$2,411.01	
3/16/2015	42155	\$2,142.00	4/15/2015	\$0.00					\$2,142.00	
3/23/2015	42192	\$2,380.00	4/22/2015	\$0.00					\$2,380.00	
DNHS										
Primary				\$7,324.87					\$7,324.87	\$0.00
Miss Stacey Mitchell Center										
Primary				\$7,111.13	\$9,781.77				\$16,892.90	\$0.00
1/31/2015	41961	\$3,002.48	3/2/2015	\$0.00					\$3,002.48	
2/5/2015	41986	\$410.87	3/7/2015	\$0.00					\$410.87	
2/6/2015	41998	\$1,517.04	3/11/2015	\$0.00					\$1,517.04	
2/16/2015	42028	\$2,512.60	3/18/2015	\$0.00					\$2,512.60	
2/23/2015	42062	\$1,042.97	3/25/2015	\$0.00					\$1,042.97	
2/27/2015	42091	\$505.68	3/29/2015	\$0.00					\$505.68	
2/29/2015	42101	\$790.13	3/30/2015	\$0.00					\$790.13	
3/5/2015	42124	\$521.48	4/4/2015	\$0.00					\$521.48	
3/6/2015	42128	\$1,027.16	4/6/2015	\$0.00					\$1,027.16	
3/16/2015	42157	\$1,548.65	4/15/2015	\$0.00					\$1,548.65	
3/23/2015	42194	\$1,501.24	4/22/2015	\$0.00					\$1,501.24	
3/30/2015	42225	\$2,512.60	4/29/2015	\$0.00					\$2,512.60	
Miss Stacey Mitchell Center										
Primary				\$4,476.31	\$6,680.64				\$11,156.95	\$0.00
Emanuel OP Ortho										
2/9/2015	41999	\$2,604.40	3/11/2015	\$0.00					\$2,604.40	

Cust#	Customer Name	Inv Date	Invoice#	Inv Amt	Due Date Paid	Current	0-30	31-60	61-90	Over 90	Total	Credit Limit
2/28/201	42114	\$3,076.44	3/30/2015	\$0.00		\$3,076.44						
3/9/2015	42129	\$2,734.62	4/8/2015	\$0.00		\$2,734.62						
3/31/201	42249	\$1,741.69	4/30/2015	\$0.00		\$1,741.69						
11505 11505 11505 11505 11505 11505 11505 11505 11505 11505 11505 11505 11505												
Coast Sam Rehab Associate												
12/8/201	41718	\$1,709.14	1/7/2015	\$0.00					\$1,709.14			
12/12/20	41755	\$1,953.30	1/11/2015	\$0.00					\$1,953.30			
12/19/20	41788	\$1,790.53	1/18/2015	\$0.00					\$1,790.53			
1/12/201	41874	\$2,311.41	2/11/2015	\$0.00				\$2,311.41				
1/20/201	41921	\$488.33	2/19/2015	\$0.00				\$488.33				
1/31/201	41977	\$1,855.64	3/2/2015	\$0.00			\$1,855.64					
2/23/201	42063	\$2,604.40	3/25/2015	\$0.00			\$2,604.40					
2/23/201	42115	\$2,702.06	3/30/2015	\$0.00			\$2,702.06					
3/9/2015	42130	\$2,343.96	4/8/2015	\$0.00			\$2,343.96					
3/18/201	42180	\$2,506.74	4/17/2015	\$0.00			\$2,506.74					
3/23/201	42193	\$1,953.30	4/23/2015	\$0.00			\$1,953.30					
3/31/201	42241	\$2,343.96	4/30/2015	\$0.00			\$2,343.96					
11510 11510 11510 11510 11510 11510 11510 11510 11510 11510 11510 11510 11510												
MB Hood Medical Center												
11/24/20	41666	\$2,327.68	12/24/201	\$0.00					\$2,327.68			
3/23/201	42196	\$1,595.20	4/22/2015	\$0.00					\$1,595.20			
3/30/201	42226	\$1,497.53	4/29/2015	\$0.00					\$1,497.53			
11514 11514 11514 11514 11514 11514 11514 11514 11514 11514 11514 11514 11514												
Primary												
3/23/201	42197	\$2,810.68	4/23/2015	\$0.00					\$2,810.68			
3/30/201	42227	\$2,971.39	4/29/2015	\$0.00					\$2,971.39			

Cust#	Customer Name	Inv Date	Invoice#	Inv Amt	Due Date	Paid	Current	0-30	31-60	61-90	Over 90	Total	Credit Limit
2255	AT-Sub (C/S)					\$3,775.00	\$12,840.00	\$13,368.00	\$3,073.00			\$29,280.00	\$0.00
Primary													
1/28/201	41943			\$3,072.00	2/27/2015	\$0.00					\$3,072.00		
1/31/201	41978			\$1,752.00	3/2/2015	\$0.00		\$1,752.00					
1/31/201	41963			\$1,752.00	3/2/2015	\$0.00		\$1,752.00					
2/13/201	42021			\$1,788.00	3/15/2015	\$0.00		\$1,788.00					
2/18/201	42041			\$876.00	3/20/2015	\$0.00		\$876.00					
2/23/201	42065			\$3,432.00	3/25/2015	\$0.00		\$3,432.00					
2/28/201	42103			\$1,896.00	3/06/2015	\$0.00		\$1,896.00					
2/28/201	42116			\$1,968.00	3/06/2015	\$0.00		\$1,968.00					
3/9/2015	42132			\$3,624.00	4/8/2015	\$0.00	\$3,624.00						
3/16/201	42159			\$1,800.00	4/15/2015	\$0.00	\$1,800.00						
3/17/201	42173			\$1,776.00	4/16/2015	\$0.00	\$1,776.00						
3/23/201	42198			\$1,296.00	4/22/2015	\$0.00	\$1,296.00						
3/25/201	42214			\$1,668.00	4/24/2015	\$0.00	\$1,668.00						
3/30/201	42228			\$2,676.00	4/29/2015	\$0.00	\$2,676.00						
2255	AT-Sub (C/S)					\$2,553.52	\$2,083.52	\$2,734.62				\$4,818.14	\$0.00
Primary													
1/31/201	41979			\$651.10	3/2/2015	\$0.00		\$651.10					
2/3/201	42066			\$1,041.76	3/23/2015	\$0.00		\$1,041.76					
2/28/201	42104			\$1,041.76	3/06/2015	\$0.00		\$1,041.76					
3/9/2015	42133			\$1,041.76	4/8/2015	\$0.00	\$1,041.76						
3/16/201	42160			\$1,041.76	4/15/2015	\$0.00	\$1,041.76						
1/3/15	Debit Medical Group Business					\$1,575.51	\$2,995.07	\$1,432.42				\$4,427.49	\$0.00
Oregon City													
2/9/2015	42003			\$1,432.42	3/11/2015	\$0.00		\$1,432.42					
3/9/2015	42134			\$781.32	4/8/2015	\$0.00	\$781.32						

Cust#	Customer Name	Inv. Date	Invoice #	Inv. Amt	Due Date Paid	Current	0-30	31-60	61-90	Over 90	Total	Credit Limit
3/16/201	42161	\$1,139.43	415/2015	\$0.00	\$1,139.43							
3/23/201	42199	\$1,074.32	4/22/2015	\$0.00	\$1,074.32							
2/2/201	20553	Parsons Therapies	6/01/2015	6052-0015	\$3,647.79	\$1,910.40					\$5,758.19	\$0.00
	Primary											
2/5/2015	41987	\$1,910.40	3/22/2015	\$0.00	\$1,910.40							
2/19/201	42082	\$1,296.00	4/5/2015	\$0.00	\$1,296.00							
2/28/201	42118	\$1,728.00	4/14/2015	\$0.00	\$1,728.00							
3/9/2015	42135	\$368.59	4/23/2015	\$0.00	\$368.59							
3/17/201	42174	\$455.20	5/1/2015	\$0.00	\$455.20							
2/28/201	20554	Parsons Therapies	6/01/2015	6054-0015	\$72.00	\$72.00					\$72.00	\$0.00
	Parsons Therapies											
2/28/201	42119	\$72.00	3/30/2015	\$0.00	\$72.00							
3/16/201	42162	\$1,009.21	4/15/2015	\$0.00	\$1,009.21							
2/2/201	20555	Parsons Therapies	6/01/2015	6055-0015	\$1,009.21						\$1,009.21	\$0.00
	Windor Health and Rehab											
3/16/201	42162	\$1,009.21	4/15/2015	\$0.00	\$1,009.21							
1/3/201	10388	Parsons Therapies	6/01/2015	6038-0015	\$423.22						\$423.22	\$0.00
	Green Valley Rehab											
3/31/201	42242	\$423.22	4/30/2015	\$0.00	\$423.22							
2/6/201	20601	Pro's Gym, Orbits and Sports	6/01/2015	6060-0015	\$651.10						\$651.10	\$0.00
	West Vancouver											
3/25/201	42215	\$651.10	4/24/2015	\$0.00	\$651.10							
2/2/201	20605	Pro's Gym, Orbits and Sports	6/01/2015	6060-0015	(\$130.22)						(\$130.22)	\$0.00
	Battle Ground											
10/20/20	41507	(\$130.22)	11/19/201	\$0.00							(\$130.22)	
2/2/201	20606	Pro's Gym, Orbits and Sports	6/01/2015	6060-0015	\$561.03						\$561.03	\$0.00
	Primary											
2/27/201	42094	\$1,204.59	3/29/2015	\$0.00	\$1,204.59							
2/27/201	42082	\$642.99	3/29/2015	\$0.00	\$642.99							

Cust#	CustomerName	Inv. Date	Invoice#	Inv. Amt	Due Date Paid:	Current	0-30	31-60	61-90	Over 90	Total	Credit Limit
3/5/2015	42122	\$561.03	4/4/2015	\$0.00	\$561.03							
4/1/15	PA Northhampton	5035338451			\$1,777.49						\$1,777.49	\$0.00
South Salem												
2/23/201	42071	\$1,777.49	3/25/2015	\$0.00		\$1,777.49						
2/15/15	PA Northhampton	5035338452			\$10,679.30	\$7,048.31					\$17,727.61	\$0.00
West Salem												
2/27/201	42072	\$4,276.46	3/25/2015	\$0.00		\$4,276.46						
2/24/201	42106	\$2,771.85	3/30/2015	\$0.00		\$2,771.85						
3/9/2015	42136	\$2,836.96	4/8/2015	\$0.00		\$2,836.96						
3/17/201	42175	\$2,861.38	4/16/2015	\$0.00		\$2,861.38						
3/24/201	42209	\$2,127.72	4/23/2015	\$0.00		\$2,127.72						
3/31/201	42243	\$2,853.24	4/30/2015	\$0.00		\$2,853.24						
2/1/15	PA Northhampton	5035338501			\$5,369.88	\$3,527.46					\$8,897.34	\$0.00
Woodburn OP												
2/28/201	42055	\$359.75	3/22/2015	\$0.00		\$359.75						
2/27/201	42083	\$1,551.30	3/29/2015	\$0.00		\$1,551.30						
2/28/201	42107	\$1,616.41	3/30/2015	\$0.00		\$1,616.41						
3/9/2015	42137	\$1,502.47	4/8/2015	\$0.00		\$1,502.47						
3/18/201	42181	\$1,518.74	4/17/2015	\$0.00		\$1,518.74						
3/23/201	42200	\$1,119.92	4/22/2015	\$0.00		\$1,119.92						
3/30/201	42229	\$1,168.75	4/29/2015	\$0.00		\$1,168.75						
3/15/15	PA Northhampton	5035338505			\$3,369.07	\$3,369.07					\$3,369.07	\$0.00
Primary												
2/28/201	42108	\$3,369.07	3/30/2015	\$0.00		\$3,369.07						
2/2/15	PA Northhampton	5035338506			\$351.31	\$351.31					\$351.31	\$0.00
Primary												
12/31/20	41846	\$351.31	1/30/2015	\$0.00		\$351.31						

CustomerName	Invoice#	Inv Amt	Day	Date Paid	Payoff	Current	0-30	31-60	61-90	Over 90	Total	Credit Limit
Good Samaritan Health Co												
2/16/201	42035	\$2,273.70	3/18/2015	\$0.00		\$2,273.70					\$2,273.70	
2/23/201	42074	\$2,273.70	3/23/2015	\$0.00		\$2,273.70					\$2,273.70	
2/28/201	42109	\$2,288.00	3/30/2015	\$0.00		\$2,288.00					\$2,288.00	
3/9/2015	42138	\$2,288.00	4/8/2015	\$0.00		\$2,288.00					\$2,288.00	
3/16/201	42163	\$1,987.70	4/15/2015	\$0.00		\$1,987.70					\$1,987.70	
3/23/201	42201	\$2,288.00	4/23/2015	\$0.00		\$2,288.00					\$2,288.00	
3/30/201	42230	\$2,325.12	4/29/2015	\$0.00		\$2,325.12					\$2,325.12	
Primary												
2/27/201	42084	\$2,516.25	3/29/2015	\$0.00		\$2,516.25					\$2,516.25	
2/28/201	42110	\$2,706.88	3/30/2015	\$0.00		\$2,706.88					\$2,706.88	
3/23/201	42202	\$2,299.60	4/22/2015	\$0.00		\$2,299.60					\$2,299.60	
3/31/201	42244	\$334.06	4/30/2015	\$0.00		\$334.06					\$334.06	
Sharon Care Center												
3/10/201	42231	\$2,842.32	4/29/2015	\$0.00		\$2,842.32					\$2,842.32	\$0.00
Pfizer Buick Rehab Center												
3/30/201	42232	\$620.88	4/29/2015	\$0.00		\$620.88					\$620.88	
3/31/201	42245	\$97.67	4/30/2015	\$0.00		\$97.67					\$97.67	
Regency at Gresham												
2/13/201	42023	\$816.59	3/15/2015	\$0.00		\$816.59					\$816.59	
2/16/201	42036	\$472.05	3/18/2015	\$0.00		\$472.05					\$472.05	
2/18/201	42043	\$1,399.87	3/20/2015	\$0.00		\$1,399.87					\$1,399.87	

Customer Name	Invoice#	Inv Amt	Due Date	Paid	Current	0-30	31-60	61-90	Over 90	Total	Credit Limit
Regency at Hermitston											
	2/19/201	42063	3/21/2015	\$0.00		\$321.69				\$321.69	
	2/23/201	42075	3/25/2015	\$0.00		\$1,917.74				\$1,917.74	
	2/27/201	42085	3/29/2015	\$0.00		\$408.29				\$408.29	
	2/27/201	42093	3/29/2015	\$0.00		\$1,076.41				\$1,076.41	
	2/28/201	42111	3/30/2015	\$0.00		\$1,163.02				\$1,163.02	
	3/9/2015	42139	4/8/2015	\$0.00	\$1,719.78					\$1,719.78	
	3/16/201	42164	4/15/2015	\$0.00	\$742.33					\$742.33	
	3/26/201	42184	4/19/2015	\$0.00	\$3,590.00					\$3,590.00	
	3/23/201	42203	4/22/2015	\$0.00	\$1,422.84					\$1,422.84	
	3/30/201	42233	4/29/2015	\$0.00	\$2,490.46					\$2,490.46	
SPOS Newcastle											
	3/30/201	42234	4/29/2015	\$0.00	\$1,437.25					\$1,437.25	\$0.00
SPOS Newcastle											
	3/25/201	42216	4/24/2015	\$0.00	\$585.99					\$585.99	\$0.00
	3/30/201	42233	4/29/2015	\$0.00	\$488.33					\$488.33	\$0.00
The Portland Clinic South											
	3/16/201	42167	4/15/2015	\$0.00	\$325.55					\$325.55	\$0.00
The Portland Clinic South											
	3/24/201	42211	4/13/2015	\$0.00	\$1,302.20					\$1,302.20	\$0.00

TRADEMARK
 REEL: 005568 FRAME: 0917

Inst#	CustomerName	Inv Date	Invoice#	Inv Amt	Due Date	Paid	Current	0-30	31-60	61-90	Over 90	Total	Credit Limit
1955	Providence City Medical				5/3/2015	500.00	\$1,285.92					\$1,285.92	\$0.00
The Portland Clinic Tigard													
3/24/201	42212	\$1,285.92		4/23/2015	\$0.00		\$1,285.92						
1955	Village Manor				5/3/2015	500.00	\$273.67					\$273.67	\$0.00
Primary													
3/31/201	42248	\$273.67		4/30/2015	\$0.00		\$273.67						
1955	Medical Lake PT				5/3/2015	500.00	\$3,597.33	\$4,183.32				\$7,780.65	\$0.00
Medical Lake PT													
2/23/201	42057	\$2,099.80		3/25/2015	\$0.00		\$2,099.80						
2/27/201	42088	\$2,083.52		3/29/2015	\$0.00		\$2,083.52						
3/23/201	42186	\$1,839.36		4/23/2015	\$0.00		\$1,839.36						
3/30/201	42217	\$1,757.97		4/29/2015	\$0.00		\$1,757.97						
1955	Spokane Valley				5/3/2015	500.00	\$2,083.52	\$1,041.76				\$3,125.28	\$0.00
Spokane Valley													
2/27/201	42097	\$1,041.76		3/29/2015	\$0.00		\$1,041.76						
3/6/2015	42127	\$1,041.76		4/5/2015	\$0.00		\$1,041.76						
3/16/201	42170	\$1,041.76		4/15/2015	\$0.00		\$1,041.76						
Report Totals:							186548.40	102825.92	6623.03	6452.97	2187.46	303647.78	

SCHEDULE 1(b)(iv) PROPERTY AND EQUIPMENT

ASSET DEPRECIATION SCHEDULE REPORT
P.T. On Call, PS - Dec. 31, 2013

Assets: 82 of 82 included
Errors: 06 errors

Sorted by: Asset AID
Method: FEDERAL - 3M Line Applied

Date Acq	Description	Method	Cost	Section 179	Dep. Basis	Reg. AIDage	Cur. Dep.	Est. AIDage
Asset AID: 1204 - OFFICE EQUIPMENT								
03/26/2005	Acacia phone system	MA200 F3	5,300.00	5,300.00	0.00	5,300.00	0.00	5,300.00
08/12/2003	Desk server	MA200 F3	2,081.25	2,081.25	0.00	2,081.25	0.00	2,081.25
05/29/2003	Acacia phone system	MA200 F3	4,899.84	4,899.84	0.00	4,899.84	0.00	4,899.84
03/22/2004	Desk work station	MA200 F3	2,038.01	2,038.01	0.00	2,038.01	0.00	2,038.01
10/29/2004	Desk part of station	MA200 F3	1,119.81	1,119.81	0.00	1,119.81	0.00	1,119.81
09/17/2005	Server tower	MA200 F3	353.27	353.27	0.00	353.27	0.00	353.27
02/01/2006	Server tower	MA200 F3	1,458.50	1,458.50	0.00	1,458.50	0.00	1,458.50
09/25/2006	HP printer	MA200 F3	227.08	227.08	0.00	227.08	0.00	227.08
09/25/2005	Headset	MA200 F3	1,024.00	1,024.00	0.00	1,024.00	0.00	1,024.00
10/21/2006	Security system	MA200 F3	7,016.85	7,016.85	0.00	7,016.85	0.00	7,016.85
10/09/2005	Computer	MA200 F3	875.00	875.00	0.00	875.00	0.00	875.00
08/18/2006	2) Monitors/keyboard	MA200 F3	399.58	399.58	0.00	399.58	0.00	399.58
10/12/2006	Laptop - HP	MA200 F3	1,552.35	1,552.35	0.00	1,552.35	0.00	1,552.35
01/18/2007	Flow server	MA200 F3	3,570.87	3,570.87	0.00	3,570.87	0.00	3,570.87
04/02/2007	Desk workstation - HP	MA200 F3	1,291.80	1,291.80	0.00	1,291.80	0.00	1,291.80
04/05/2007	Desk work workstation	MA200 F3	672.80	672.80	0.00	672.80	0.00	672.80
04/25/2007	HP printer	MA200 F3	1,290.25	1,290.25	0.00	1,290.25	0.00	1,290.25
11/16/2007	Desk workstation/keyboard	MA200 F3	684.45	684.45	0.00	684.45	0.00	684.45
01/23/2008	Printer - Hewlett Packard	MA200 F3	2,085.80	2,085.80	0.00	2,085.80	0.00	2,085.80
01/23/2008	Printer - Hewlett Packard	MA200 F3	8,387.27	8,387.27	0.00	8,387.27	0.00	8,387.27
09/06/2008	Printer	MA200 F3	1,805.00	1,805.00	0.00	1,805.00	0.00	1,805.00
09/08/2008	Printer - HP	MA200 F3	2,090.00	2,090.00	0.00	2,090.00	0.00	2,090.00
06/08/2010	Printer server	MA200 F3	1,372.25	1,372.25	0.00	1,372.25	0.00	1,372.25
09/25/2010	Server computer	MA200 F3	888.24	888.24	0.00	888.24	0.00	888.24
07/20/2010	Telephone headset	MA200 F3	357.87	357.87	0.00	357.87	0.00	357.87
09/08/2012	Virtual server	MA200 F3	4,663.48	4,663.48	0.00	4,663.48	0.00	4,663.48
10/28/2012	Key scanner	MA200 F3	2,734.62	2,734.62	0.00	2,734.62	0.00	2,734.62
01/08/2013 A	Desk computer	MA200 F3	1,057.07	1,057.07	0.00	0.00	1,057.07	1,057.07
02/01/2013 A	Desktop monitor	MA200 F3	874.88	874.88	0.00	0.00	874.88	874.88
Totals: 1204 - OFFICE EQUIPMENT (39 assets)			81,687.02	81,687.02	0.00	80,984.08	1,702.94	81,687.02
Asset AID: 1204 - SOFTWARE								
11/02/2003	Website	MSL F3	3,601.00	3,601.00	0.00	3,601.00	0.00	3,601.00
01/07/2004	Website development	MSL F3	2,107.00	2,107.00	0.00	2,107.00	0.00	2,107.00
03/10/2006	Web app development	MA200 F3	19,300.26	19,300.26	0.00	19,300.26	0.00	19,300.26
05/04/2006	Anti-virus software	MA200 F3	830.22	830.22	0.00	830.22	0.00	830.22
03/02/2007	TW implementation	MA200 F3	15,447.50	15,447.50	0.00	15,447.50	0.00	15,447.50
04/02/2007	TW software	MA200 F3	10,123.71	10,123.71	0.00	10,123.71	0.00	10,123.71
09/07/2007	TW implementation	MA200 F3	1,201.28	1,201.28	0.00	1,201.28	0.00	1,201.28
09/10/2007	TW implementation	MA200 F3	1,305.00	1,305.00	0.00	1,305.00	0.00	1,305.00
08/19/2008	TempWorks	MA200 F3	27,306.84	27,306.84	0.00	27,306.84	0.00	27,306.84
01/07/2011	Website	MA200 F3	11,891.25	0.00	11,891.25	0.00	11,891.25	11,891.25
02/27/2012	Web develop	MA200 F3	743.75	743.75	0.00	743.75	0.00	743.75
10/09/2012	Web develop	MA200 F3	1,219.83	1,219.83	0.00	1,219.83	0.00	1,219.83
02/15/2013 A	Web development	MA200 F3	1,742.50	1,742.50	0.00	0.00	1,742.50	1,742.50
03/01/2013 A	Web development	MA200 F3	137.50	137.50	0.00	0.00	137.50	137.50
03/18/2013 A	Web development	MA200 F3	1,643.73	1,643.73	0.00	0.00	1,643.73	1,643.73
03/28/2013 A	Web development	MA200 F3	108.25	108.25	0.00	0.00	108.25	108.25
03/19/2013 A	Web development	MA200 F3	85.00	85.00	0.00	0.00	85.00	85.00
06/24/2013 A	Web development	MA200 F3	871.25	871.25	0.00	0.00	871.25	871.25
10/11/2013 A	Web development	MA200 F3	42.50	42.50	0.00	0.00	42.50	42.50
10/29/2013 A	Web development	MA200 F3	21.25	21.25	0.00	0.00	21.25	21.25
Totals: 1204 - SOFTWARE (20 assets)			106,272.96	86,280.64	11,992.32	50,633.11	5,639.85	106,272.96
Asset AID: 1200 - INTANGIBLE ASSETS								
10/11/2011	Patentable goods NTR	AMORT F3	65,000.00	0.00	65,000.00	0,000.00	4,200.00	6,380.00
10/11/2011	NTR - other	AMORT F3	10,000.00	0.00	10,000.00	277.78	888.89	1,084.44
Totals: 1200 - INTANGIBLE ASSETS (2 assets)			75,000.00	0.00	75,000.00	2,277.78	5,088.89	7,464.44
Asset AID: 1302 - ORGANIZATIONAL EXPENSES								
05/01/1996	Org value - org exp	AMORT F3	1,617.00	0.00	1,617.00	1,617.00	0.00	1,617.00
Totals: 1302 - ORGANIZATIONAL EXPENSES (1 asset)			1,617.00	0.00	1,617.00	1,617.00	0.00	1,617.00

SCHEDULE 1(b)(vi)

INTELLECTUAL PROPERTY AND INTANGIBLES

- 1) Business Name: P.T. On Call.
- 2) Goodwill.
- 3) Client List.



SCHEDULE 1(e)
EXCLUDED ASSETS

1. Insurance, tax and other refunds.
2. Business tax and corporate records for periods prior to Closing Date.
3. Accounts receivable of FIVE THOUSAND TWO HUNDRED TWENTY-THREE AND 41/100 DOLLARS (\$5,223.41) owed from Purchaser to Seller.



SCHEDULE 2(a)(viii)
ACCOUNTS PAYABLE AND ACCRUED EXPENSES



SCHEDULE 2(b)
ASSUMED LIABILITIES

- 1) Lease for 13115 NE 4th Street, Suite 100, Vancouver, Washington, 98684.