

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM322447

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PATRICK O'BRIEN		11/06/2014	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Renewal Care Partners LLC		
Street Address:	52 Vanderbilt Ave.		
Internal Address:	Floor 14		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	LIMITED LIABILITY COMPANY: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	85874923	RENEWAL CARE	
Serial Number:	85360489	RENEWAL CARE PARTNERS	
Serial Number:	85786356	RENEWAL CARE PARTNERS	
CORRESPONDENCE DATA			
Fax Number:			
<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:	9175445101		
Email:	paobrien@gmail.com		
Correspondent Name:	Patrick OBrien		
Address Line 1:	460 West 42nd St Apt PH4B		
Address Line 4:	New York, NEW YORK 10036		
NAME OF SUBMITTER:	Patrick OBrien		
SIGNATURE:	/Patrick OBrien/		
DATE SIGNED:	11/06/2014		
Total Attachments: 3			
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Trademark Assignment Agreement

This Trademark Assignment Agreement (the "Agreement") is made effective as of November 6th, 2014 and is entered into freely by and between Patrick O'Brien, an individual who resides at 16 West 16th Street, Ste. 6LS, New York, New York (the "Assignor") and Renewal Care Partners LLC, a limited liability company formed under the laws of New York State and located at 52 Vanderbilt Ave., Floor 14, New York, New York (the "Assignee") (collectively referred to as the "Parties"):

WHEREAS, Assignor is the owner of the actual Trademarks identified as follows (the "Trademarks"):

Serial No.	Title/Mark	File Date	Registration No.	Registration Date
85-874,923	Renewal Care	03/13/2013	4,372,699	07/23/2013
85-360,489	Renewal Care Partners	06/30/2011	4,155,661	06/05/2012
85-786,356	Renewal Care Partners	11/24/2012	4,371,611	07/23/2013

WHEREAS, Assignee wishes to acquire the entire rights, title, and interest in the Trademarks in perpetuity;

NOW, the Parties agree as follows:

1. Assignor does hereby irrevocably assign to Assignee all rights, title, and interest (including, but not limited to, all registration rights with respect to the Trademarks, all rights to prepare derivative marks, all goodwill and all other rights), in and to the Trademarks.
2. In consideration for the assignment set forth in Section 1, Assignor shall pay Assignee the sum of ten dollars (\$10.00) within fifteen (15) days after the execution of the Agreement.
3. Assignor represents and warrants to Assignee:
 - a. All registrations for the Trademarks are currently valid and subsisting and in full force and effect;
 - b. Assignor owns the entire right, title, and interest in and to the Trademarks;
 - c. There are no liens or security interests against the Trademarks;
 - d. There are no claims, pending or threatened, with respect to Assignor's rights in the Trademarks;
 - e. Assignor is not subject to any agreement, judgment, or order inconsistent with the terms of this Agreement; and
 - f. Assignor has all authority necessary to enter into this Agreement and the execution and delivery of this Agreement has been duly and validly authorized; and
 - g. This Agreement is valid, binding, and enforceable in accordance with its terms in all jurisdictions pertaining hereto.
4. The Parties agree to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.

5. The Assignee (including its officers, investors, owners, agents, servants, successors, assigns, associates and affiliates) hereby waives any and all claims, demands and proceedings against the Assignor and releases the Assignor from any and all claims, demands and proceedings which may arise directly or indirectly out of or during any of the Assignor's and its related parties' use or registration of the Trademarks before the approval and recordal of this assignment by the U.S. Patent and Trademark Office.
6. Any notice, consent, request or other communication made or given in connection with this Agreement will be in writing and will be deemed to have been duly given when delivered or mailed by registered or certified mail, return receipt requested, or by email or by hand delivery, to those listed below at their following respective addresses or at such other address as each may specify by notice to the others:

To Assignor:

Patrick O'Brien
460 W. 42nd St., Apt. PH4B
New York, NY 10036
Email: paobrien@gmail.com

To Assignee:

Renewal Care Partners
Attn: Executive Director
52 Vanderbilt Ave., Floor 14
New York, NY 10017
Email: info@renewalcare.org

Either party may change such addresses from time to time by providing notice as set forth above.

7. It is the intent and understanding of the Parties that if any term, restriction, covenant, or promise (including any time periods contained in the restrictive covenants) is found to be unenforceable by a court or tribunal of competent jurisdiction, then such term, restriction, covenant, or promise will be deemed modified to the minimal extent necessary to make it enforceable. If any provision of this Agreement is declared void or unenforceable by a court or tribunal of competent jurisdiction, all other provisions will nonetheless remain in full force and effect.
8. This Agreement will be binding on and will inure to the benefit of the Assignor and the Assignor's heirs, assigns, executors, administrators and other legal representatives and will be binding on and will inure to the benefit of the Assignee and its successors and assigns, including, without limitation, any corporation or other entity into which the Assignee is merged or which acquires all or substantially all of the assets of the Assignee. Assignee reserves the right to assign this Agreement to its successors and assigns.
9. This Agreement contains the entire understanding of the Parties regarding the subject matter hereof and may be modified only in a document signed by the Parties. The Parties acknowledge that in executing this Agreement, the Parties have not relied on any oral or written representations or understandings other than those explicitly contained herein. This document supersedes any and all

oral or written understandings regarding the terms of the Agreement. This Agreement may be amended only by a written agreement signed by the Parties which explicitly adjoins itself to this Agreement.

10. This Agreement may be executed in any number of counterparts, each of which so executed will be deemed to be an original, and such counterparts will together constitute but one Agreement.

11. This Agreement will be governed by, and construed and enforced in accordance with the laws of the State of New York, without regard to its conflict of law provisions. Subject to the Parties' agreement to arbitrate pursuant to Section 5(c), the Parties specifically consent to the jurisdiction of the United States District Court for the Southern District of New York and the Supreme Court of the State of New York, New York County.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of the day and year set forth below.

For the Assignor:

Signature: *Patrick O'Brien* Date: 11/6/14
Patrick O'Brien

For the Assignee:

Signature: *Joseph Fisher* Date: 11/6/14
Joseph Fisher, Director of Client Services, Renewal Care Partners LLC

Notarization:

STATE OF NEW YORK, COUNTY OF NEW YORK

On this 6th day of November, 2014, before me, Shabeen Rehman, notary, personally appeared Patrick O'Brien and Joseph Fisher, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

Witness my hand and official seal.

Print Name: Shabeen Rehman

Signature: *Shabeen* Date: 11/06/2014

SHABEEN REHMAN
Notary Public, State of New York
Qualified in Nassau County
No. 01RE6292478
My Commission Expires 11-04-2017