

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM336107

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bridges to Recovery, Inc.		03/23/2015	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Bridges to Recovery, LLC		
Street Address:	591 Redwood Highway, Suite 5220		
City:	Mill Valley		
State/Country:	CALIFORNIA		
Postal Code:	94941		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85338663	BRIDGES TO RECOVERY	
CORRESPONDENCE DATA			
Fax Number:	2063599000		
<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:	(206) 359-8000		
Email:	pctrademarks@perkinscoie.com		
Correspondent Name:	Alexander J.A. Garcia, Perkins Coie LLP		
Address Line 1:	1201 Third Avenue, Suite 4900		
Address Line 4:	Seattle, WASHINGTON 98101		
ATTORNEY DOCKET NUMBER:	114748-0001		
NAME OF SUBMITTER:	Alexander J.A. Garcia of Perkins CoieLLP		
SIGNATURE:	/Alexander Garcia/		
DATE SIGNED:	03/24/2015		
Total Attachments: 4			
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OP \$40.00 85338663

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (the “*Agreement*”) is entered into to be effective as of the 23rd day of March, 2015, by and between Bridges to Recovery, Inc., a California corporation (“*Assignor*”), and Bridges to Recovery, LLC, a Delaware limited liability company (“*Assignee*”).

RECITALS

WHEREAS, Assignor is the exclusive owner of all right, title and interest in and to the trademark BRIDGES TO RECOVERY, the United States Trademark Registration No. 85338663 for the same covering “mental health services”, together with all common law rights and the goodwill of the business associated therewith (collectively, the “*Trademark*”).

WHEREAS, in connection with the acquisition of assets by the Assignee pursuant to that certain Asset Purchase Agreement by and among the Assignor and the Assignee, among others, dated February 12, 2015, effective, as of the date hereof, the Assignor agrees to assign all of its right, interest and title in and to the Trademark to Assignee and Assignee agrees to accept the assignment of the Trademark and acquire all right, title and interest of the Assignor in and to the Trademark.

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

SECTION ONE. ASSIGNMENT

The Assignor does hereby irrevocably sell, assign and transfer to Assignee all of its right, title and interest in and to the Trademark, the registration therefor and all common law rights, together with the goodwill of the business symbolized by the Trademark and the right to apply for and register the Trademark, the same to be held and enjoyed by Assignee, for its own use and benefit and that of its successors, assigns and legal representatives, together with all claims for damages by reason of past infringement of said Trademark in the United States and all foreign countries, with the right to sue for and collect the same for its own use and for the use of its successor, assigns, or other legal representatives.

SECTION TWO. REPRESENTATIONS AND WARRANTIES.

Assignor represents and warrants to Assignee:

- (a) Assignor has right, power and authority to enter into this Agreement;
- (b) Assignor is the exclusive owner of all right, title and interest in the Trademark;
- (c) The Trademark is free of any liens, security interests, encumbrances or licenses;
- (d) The Trademark has not been abandoned;

(e) To Assignor's knowledge, the Trademark does not infringe the rights of any person or entity;

(f) To Assignor's knowledge, there are no claims, pending or threatened, with respect to Assignor's rights in the Trademark;

(g) No consents or agreements of any third party or governmental body are necessary for the execution, delivery, performance or observance by Assignor of its obligations under this Agreement, except as may be required by the United States Patent and Trademark Office;

(h) Assignor will execute and deliver such other and further instruments and take such other and further actions as may be reasonably necessary or appropriate to transfer the Trademark; and

(i) This Agreement is valid, binding and enforceable in accordance with its terms and Assignor is not subject to any agreement, judgment or order inconsistent with its terms.

Notwithstanding any provision to the contrary, in the event of a conflict between the representations and warranties contained in this Agreement and the representations and warranties contained in the Purchase Agreement, the representations and warranties contained in the Purchase Agreement shall control. Nothing in this Agreement shall be deemed to amend, modify, alter, expand or otherwise change the representations and warranties contained in the Purchase Agreement.

SECTION THREE. ENTIRE AGREEMENT

This Agreement contains the entire understanding and agreement between the parties hereto with respect to its subject matter and supersedes any prior or contemporaneous written or oral agreements, representations or warranties between them respecting the subject matter hereof.

SECTION FOUR. AMENDMENT

This Agreement may be amended only by a writing executed by both parties.

SECTION FIVE. GOVERNING LAW

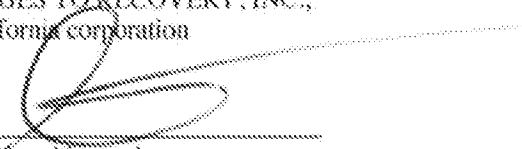
This Agreement shall be construed in accordance with the laws of the state of California.

(Signatures appear on the following page)

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of,
and to be effective as of, the date first above written.

ASSIGNOR

BRIDGES TO RECOVERY, INC.,
a California corporation



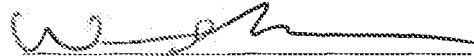
By: Aron Abecassis
Its: President

SIGNATURE PAGE TO TRADEMARK ASSIGNMENT AGREEMENT

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of, and to be effective as of, the date first above written.

ASSIGNEE

BRIDGES TO RECOVERY, LLC,
a Delaware limited liability company

A handwritten signature in black ink, appearing to read 'William Morrison', is written over a horizontal dotted line.

By: William Morrison
Its: Chief Executive Officer