

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM346590

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Tendercare (Michigan) LLC		07/01/2015	LIMITED LIABILITY COMPANY: MICHIGAN
RECEIVING PARTY DATA			
Name:	Fortis Management Group, LLC		
Street Address:	111 W. Michigan St.		
City:	Milwaukee		
State/Country:	WISCONSIN		
Postal Code:	53203		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2401192	TENDERCARE	
CORRESPONDENCE DATA			
Fax Number:	4142735198		
<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:	414-273-3500		
Email:	bgilpin@gklaw.com		
Correspondent Name:	Brian G. Gilpin		
Address Line 1:	780 N Water Street		
Address Line 2:	Godfrey & Kahn, S.C.		
Address Line 4:	Milwaukee, WISCONSIN 53202		
ATTORNEY DOCKET NUMBER:	012734-0001		
NAME OF SUBMITTER:	Brian G. Gilpin		
SIGNATURE:	/bgg/		
DATE SIGNED:	07/01/2015		
Total Attachments: 5			
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ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY (this “**Assignment**”), dated as of July 1, 2015, is made and delivered by and between **Tendercare (Michigan) LLC**, a Michigan limited liability company (formerly known as Tendercare (Michigan) Inc.) (the “**Assignor**”), and Fortis Management Group, LLC, a Delaware limited liability company (the “**Assignee**”), pursuant to, and subject to the terms and conditions of, that certain Agreement to Transfer Operations and Related Assets dated as of July 1, 2015 (as amended and restated from time to time, the “**OTA**”), by and among the Acquiring Party, the Owner Parties and the EXE Acquisition Party, relating to the transfer of certain assets set forth in the OTA and the business and operations of the Facilities. Capitalized terms used but not defined herein shall have the meaning provided in the OTA.

WITNESSETH:

WHEREAS, it is a condition to the Closing under the OTA that the Assignor assign to the Assignee all of its right, title and interest in, to, and under the trademark listed on Schedule I, attached hereto, together with the goodwill of such trademark (collectively, the “**Trademark**”).

NOW THEREFORE, subject to the terms and conditions of the OTA and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, intending to be bound, hereby agree as follows:

1. As of the Effective Time, the Assignor hereby assigns, transfers, conveys and delivers all of its right, title and interest in, to and under the Trademark to the Assignee, free and clear of liens, claims, encumbrances and restrictions except for Permitted Encumbrances, and the Assignee hereby accepts from the Assignor such Trademark.
2. Where appropriate, the Assignor 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 the Assignee as the assignee and owner of the Trademark.
3. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
4. This Assignment may not be amended, modified or changed nor shall any waiver of any provision hereof be effective, except only by an instrument in writing and signed by the party against whom enforcement of any waiver, amendment, change, modification or discharge is sought.
5. This Assignment will be construed, performed and enforced in accordance with the laws of the State of Delaware without regard to the conflict of laws rules of such State.
6. This Assignment may be executed in any number of counterparts, whether original or by facsimile or portable document format (.pdf), each of which shall be deemed an original, but all of which shall together constitute one and the same instrument.

[Execution Page Follows]

IN WITNESS WHEREOF, the undersigned have executed and delivered this Assignment as of the date set forth above.

ASSIGNOR:

Tendercare (Michigan) LLC

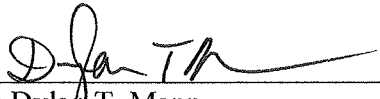
By: 

Name: Christina K. Pich

Title: President & Secretary

ASSIGNEE:

Fortis Management Group, LLC

By: 
Name: Dylan T. Mann
Title: President, CEO and Treasurer

SCHEDULE I

Mark	Filing No.	Filing Date	Reg. No.	Reg. Date	Goods/Services	Record Owner	Next Due Date
TENDERCARE	75/387,753	11/10/1997	2,401,192	11/07/2000	Nursing home services	Tendercare (Michigan) LLC (f/k/a Tendercare (Michigan) Inc.)	11/07/2020

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