

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM346595

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF 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>
Extendicare Health Services, LLC		07/01/2015	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Fortis Management Group, LLC		
<b>Street Address:</b>	111 W. Michigan St.		
<b>City:</b>	Milwaukee		
<b>State/Country:</b>	WISCONSIN		
<b>Postal Code:</b>	53203		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3670738	LIVING MOMENTS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	414-273-3500		
<b>Email:</b>	bgilpin@gklaw.com		
<b>Correspondent Name:</b>	Brian G. Gilpin		
<b>Address Line 1:</b>	780 N Water Street		
<b>Address Line 2:</b>	Godfrey & Kahn, S.C.		
<b>Address Line 4:</b>	Milwaukee, WISCONSIN 53202		
<b>ATTORNEY DOCKET NUMBER:</b>	012734-0001		
<b>NAME OF SUBMITTER:</b>	Brian G. Gilpin		
<b>SIGNATURE:</b>	/bgg/		
<b>DATE SIGNED:</b>	07/01/2015		
<b>Total Attachments: 5</b>			
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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 Extendicare Health Services, LLC, a Delaware limited liability company (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 Transition Services and Corporate Operations Transfer Agreement dated on or about the date hereof, by and between the Assignor and the Assignee (as amended and restated from time to time, the “**TSA**”), relating to the transfer of certain assets and the provision of certain services set forth in the TSA. Capitalized terms used but not defined herein shall have the meaning provided in the TSA.

### WITNESSETH:

WHEREAS, the TSA requires that at the Effective Time the Assignor assign all of its right, title and interest in, to, and under the Transferred Corporate IP to the Assignee.

WHEREAS, the Transferred Corporate IP includes, but it not limited to, the trademark listed on Schedule I attached hereto and the goodwill of such trademark (collectively, the “**Trademark**”).

NOW THEREFORE, subject to the terms and conditions of the TSA 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 Transferred Corporate IP (including, without limitation, the Trademark) to the Assignee, free and clear of all liens, claims, encumbrances and restrictions except for Permitted Encumbrances, and the Assignee hereby accepts from the Assignor such Transferred Corporate IP.
2. As of the Effective Time, the Assignee hereby assumes in accordance with the terms and conditions of the TSA any Assumed Corporate Liabilities arising or related to the period after the Effective Time with respect to such Transferred Corporate IP so assigned, transferred, conveyed and delivered to the Assignee. Notwithstanding anything to the contrary in this Assignment, the Assignee is not assuming and does not have any responsibility with respect to any Excluded Corporate Liabilities.
3. 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.
4. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
5. 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.

6. 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.

7. 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 to Follow]*

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

**ASSIGNOR:**

Extencicare Health Services, LLC

By: 

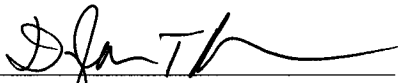
Name: Christina K. Firth

Title: President and Secretary

[Signature Page to Corporate IP Assignment]

**ASSIGNEE:**

Fortis Management Group, LLC

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

[Signature Page to Corporate IP Assignment]

SCHEDULE I

Mark	Filing No.	Filing Date	Reg. No.	Reg. Date	Goods/Services	Records Owner	Next Due Date
LIVING MOMENTS	77/563,012	09/05/2008	3,670,738	08/18/2009	Providing assisted living facilities to dementia patients; providing residential care services, namely, providing assistance to dementia patients seeking to determine assisted living facilities appropriate for their needs	Extendicare Health Services, Inc.	08/18/2019

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