# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM376023

**NATURE OF CONVEYANCE:** ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Danny K Walker		08/21/2015	INDIVIDUAL: UNITED STATES

# **RECEIVING PARTY DATA**

Name:	Rose of Texas Hospice of Houston, LLC		
Street Address:	1610 Woodstead Court		
Internal Address:	Suite 395		
City:	The Woodlands		
State/Country:	TEXAS		
Postal Code:	77380		
Entity Type:	Limited Liability Company: TEXAS		

# **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Serial Number:	85299183	ROSE OF TEXAS HOSPICE

# CORRESPONDENCE DATA

Fax Number: 8063456363

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.

Phone: 806-345-6357

Email: lwoods@bf-law.com

**Correspondent Name:** Laura Woods

Address Line 1: 905 South Fillmore

Address Line 2: Suite 400

Address Line 4: Amarillo, TEXAS 79101

ATTORNEY DOCKET NUMBER:	24090477
NAME OF SUBMITTER:	Laura Woods
SIGNATURE:	/Laura Woods/
DATE SIGNED:	03/08/2016

**Total Attachments: 2** 

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> TRADEMARK REEL: 005747 FRAME: 0982

# ASSIGNMENT OF SERVICE MARK

Danny K. Walker, individually ("Assignor"), for and in consideration of TEN DOLLARS (\$10.00) and other good and valuable consideration paid by or on behalf of Rose of Texas Hospice of Houston, LLC, a Texas limited liability company ("Assignee"), the receipt and sufficiency of which are hereby acknowledged, and pursuant to the Equity Purchase Agreement dated August 21, 2015, by and among Assignor, Assignee, and other parties, hereby ASSIGNS, SELLS, TRANSFERS and DELIVERS to Assignee, all of his right, title and interest in and to that certain U.S. Service Mark identified below, which has been registered with the U.S. Patent and Trademark Office, together with goodwill of the business symbolized by the Mark (hereinafter, referred to as the "Mark"):

Mark	Application Serial #	Registration #	Filing Date	Registration Date
Rose of Texas Hospice	85299183	4165663	4/19/2011	6/26/2012

Assignor represents and warrants to Assignee that: (a) Assignor is the record owner of the Mark, (b) Assignor holds absolute and unencumbered title to the Mark, (c) the Mark's registration is current and in full force and effect; (d) other than an oral license granted to Rose of Texas Hospice Management, LLC, Assignor has not transferred, assigned, conveyed, pledged, granted a lien on or a security interest in, or in any way encumbered his rights to the Mark; (d) Assignor has the full right, power, title and authority to assign the Mark to Assignee; (e) Assignor has not forfeited any of its rights as holder of the Mark; and (f) other than an oral license granted to Rose of Texas Hospice Management, LLC, Assignor has not granted any other license to use the Mark.

Assignor hereby covenants and agrees that he shall, as of the date set forth below and at any time or from time to time thereafter at the reasonable request and sole expense of Assignee, (a) execute and deliver such further instruments of sale, assignment, conveyance, transfer and delivery to Assignee as shall be reasonably necessary or appropriate to vest in Assignee good and indefeasible title to the Mark, or to otherwise establish the record of Assignee's title thereto, and (b) assist Assignee, upon Assignee's request and sole expense, in exercising any rights with respect thereto.

Assignor binds Assignor, its successors and assigns, to warrant and defend title to the Mark to Assignee, its successors and assigns, forever against every person or entity lawfully claiming the Mark or any part thereof.

This Assignment shall bind and inure to the benefit of Assignor and Assignee and their respective successors and assigns and shall be construed in accordance with and governed by the laws of the State of Texas.

This Assignment may be executed in one or more counterparts, each of which will be deemed to be an original agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

Dated August 21, 2015.

[SIGNATURE PAGE TO FOLLOW]

SERVICE MARK ASSIGNMENT AGREEMENT

Page 1 of 2

TRADEMARK REEL: 005747 FRAME: 0983 IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto as of the date first written above.

ASSIGNOR:

Danny K. Walker

ASSIGNEE:

ROSE OF TEXAS HOSPICE OF HOUSTON, LLC

a Texas limited liability company

Rv

Danny K. Walke

President

SIGNATURE PAGE TO ASSIGNMENT OF SERVICE MARK BETWEEN DANNY WALKER AND ROSE OF TEXAS HOSPICE OF HOUSTON, LLC

TRADEMARK REEL: 005747 FRAME: 0984

**RECORDED: 03/08/2016**