

Form PTO-1594 (Rev. 12-11)  
OMB Collection 0651-0027 (exp. 04/30/2015)

U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

#### 1. Name of conveying party(ies):

Hearts For Hospice, LLC

- Individual(s)
- Partnership
- Corporation- State: \_\_\_\_\_
- Other Limited Liability Company
- Association
- Limited Partnership

Citizenship (see guidelines) Utah

Additional names of conveying parties attached?  Yes  No

#### 3. Nature of conveyance/Execution Date(s) :

Execution Date(s) July 24, 2012

- Assignment
- Security Agreement
- Other Purchase & Share Agreement Excerpt
- Merger
- Change of Name

#### 2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: ABODE HEALTHCARE, INC.

Street Address: 1099 Main Avenue, Suite 100

City: Durango

State: Colorado

Country: U. S. Zip: 81301

- Individual(s) Citizenship \_\_\_\_\_
- Association Citizenship \_\_\_\_\_
- Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship Delaware
- Other \_\_\_\_\_ Citizenship U.S.

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

#### 4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

B. Trademark Registration No.(s)

3,282,497; 3,186,186; 3,183,111

Additional sheet(s) attached?  Yes  No

#### C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

Hearts Logo trademark, Reg. No. 3,282,497; Hearts for Home Health, 3,186,186; Hearts for Hospice, Reg. No. 3,183,111

#### 5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Krista Weber Powell

Internal Address: \_\_\_\_\_

Street Address: 230 South 500 East, Suite 300

City: Salt Lake City

State: Utah Zip: 84102

Phone Number: 801-532-1922

Docket Number: 801-531-9168

Email Address: trademark@traskbritt.com

#### 6. Total number of applications and registrations involved:

3

#### 7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ \_\_\_\_\_

- Authorized to be charged to deposit account
- Enclosed

#### 8. Payment Information:

Deposit Account Number 20-1469

Authorized User Name TraskBritt, P.C.

9. Signature: /Krista Powell/

3/25/16

Signature

Date

Krista Powell

Name of Person Signing

Total number of pages including cover sheet, attachments, and document

10

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK

REEL: 005759 FRAME: 0127

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**PURCHASE AND SALE AGREEMENT**

**by and among**

**Shaw G. Phillips,  
an individual,**

**Christian D. Yeates,  
an individual,**

**J. Randall Staples,  
an individual**

**Hearts for Hospice, LLC, a Utah limited liability company  
the Company**

**and**

**Abode Healthcare, Inc.,  
a Delaware corporation**

July 24, 2012

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## PURCHASE AND SALE AGREEMENT

This PURCHASE AND SALE AGREEMENT (this "Agreement") is made as of July 24, 2012 by and among (i) Hearts for Hospice, LLC, a Utah limited liability company (the "Company"); (ii) Shaw G. Phillips, an individual ("Phillips"); (iii) Christian D. Yeates, an individual ("Yeates"); (iv) J. Randall Staples, an individual ("Staples") (Phillips, Yeates and Staples are referred to herein individually and collectively as the "Sellers"); (v) Phillips as agent for the Sellers (the "Seller Representative"); and (vi) Abode Healthcare, Inc., a Delaware corporation, (the "Purchaser").

### WITNESSETH:

WHEREAS, as described on Appendix A, the Sellers own all of the ownership interests in the Company;

WHEREAS, the Sellers desire to sell all of the ownership interests in the Company and the Purchaser desires to acquire sole ownership of the Company;

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants, agreements, representations and warranties contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, each intending to be legally bound, hereby agree as follows:

### ARTICLE I Definitions

As used in this Agreement, the following terms have the meanings indicated:

2013 Earn Out Payment. This term is defined in Section 2.08(a).

2013 Earn Out Threshold Amount. This term is defined in Section 2.08(a).

Accounting Firm. This term is defined in Section 2.07(d).

Accounts Receivable. This term is defined in Section 2.07(a).

Adjusted WC Threshold. The lesser of Estimated Working Capital and the Working Capital Threshold.

Affected Agency. The Company's home health agency located in Meridian, Idaho.

Affected Agency Costs. The aggregate amount of any reduction in the net income of the Company for the EBITDA Calculation Period attributable to net operating losses of the Affected Agency during the period commencing on July 1, 2012 and continuing through the date on which the Affected Agency is certified for participation in Medicare related to the need to obtain certification for the Affected Agency for participation in Medicare, including, without limitation (but without duplication) any net operating losses of the Affected Agency during such period attributable to (i) costs and expenses associated with the certification of the Affected Agency for

Working Capital Threshold REDACTED Dollars  
REDACTED.

The words "herein," "hereof" and "hereunder" and other words of similar import refer to the Agreement as a whole, including all schedules, as the same may from time to time be amended, restated, modified or supplemented, and not to any particular section, subsection or clause contained in the Agreement or any such schedule. Wherever from the context it appears appropriate, each term stated in either the singular or plural shall include the singular and the plural, and pronouns stated in the masculine, feminine or neuter gender shall include the masculine, feminine and neuter genders. The words "including," "includes" and "include" shall be deemed to be followed by the words "without limitation"; the word "or" is not exclusive; references to Persons include their respective successors and assigns (to the extent and only to the extent permitted by this Agreement and the Other Agreements, as the case may be) or, in the case of governmental Persons, Persons succeeding to the relevant functions of such Persons; and all references to statutes and related regulations shall include any amendments of the same and any successor statutes and regulations.

## ARTICLE II

### Purchase and Sale of Ownership Interest

Section 2.01 Agreement to Purchase and Sell. On the Closing Date and upon the terms and subject to the conditions set forth in this Agreement, the Sellers shall sell, assign, transfer, convey and deliver to the Purchaser, and the Purchaser will accept and purchase from the Sellers the Seller Securities as set forth on Schedule 2.01 in exchange for the Purchase Price. The Seller Securities delivered to Purchaser shall be delivered free and clear of all Liens.

Section 2.02 Purchase Price. The aggregate purchase price to be paid by the Purchaser at the Closing for the Seller Securities (the "Purchase Price") is an enterprise value equal to the sum of:

- (a) The Cash Portion (as hereinafter defined);
- (b) plus the Indemnity Escrow Amount;
- (c) plus the Escrowed Cap Amount;
- (d) plus the Company Debt (if any);
- (e) plus the Company Transaction Expenses paid at Closing;
- (f) plus the 2013 Earn Out Amount (if any) (as calculated in accordance with Section 2.08);
- (g) plus or minus the Final Working Capital Adjustment Amount;
- (h) plus the Recovered CMS Dispute Funds, if any, pursuant to a final and non-appealable adjudication of such matter, subject to Section 4.10.

(p) Inventory. The Company does not maintain any inventory.

(q) Real Property. The Company does not own any real property.

(r) Real Property Leases. Schedule 3.01(r) sets forth a list of (i) all leases and subleases under which the Company is lessor or lessee or sublessor or sublessee of any real property, together with all amendments, supplements, nondisturbance agreements, brokerage and commission agreements and other agreements pertaining thereto (collectively, the "Real Property Leases"), (ii) all material options held by the Company or contractual obligations on the part of the Company to purchase or acquire any interest in real property and (iii) all options granted by the Company or contractual obligations on the part of the Company to sell or dispose of any material interest in real property. Copies of all Real Property Leases and such options and contractual obligations, if any, have been delivered to Purchaser. The Company has not assigned any Real Property Lease or any such option or obligation. There are no Liens on the interest of the Company in the Real Property Leases, other than Liens for Taxes and other Charges not yet due and payable. The Real Property Leases and options and contractual obligations listed on Schedule 3.01(r) are in full force and effect and constitute binding obligations of the Company and (i) there are no defaults thereunder by the Company or, to the Company's Knowledge, any other party thereof and (ii) no event has occurred that with notice, lapse of time or both would constitute a default by the Company or, to the Knowledge of the Company, by any other party thereto. The leasehold estates the subject of the Real Property Leases and the tangible personal property owned or leased by the Company are in good operating condition and repair, ordinary wear and tear excepted; and the Company does not have any Knowledge of any condition not disclosed herein of any such leasehold estate that would materially affect the fair market value, use or operation of any leasehold estate or otherwise have an adverse effect on the Company. To the Knowledge of the Company, (i) the continued use and occupancy of the leasehold estates under the Real Property Leases as currently operated, used and occupied will not violate any zoning, building, health, flood control, fire or other law, ordinance, order or regulation or any restrictive covenant; (ii) there are no violations of any federal, state, county or municipal law, ordinance, order, regulation or requirement affecting any portion of the leasehold estates; and (iii) no written notice of any such violation has been issued by any Governmental Body. The leased premises covered by the Real Property Leases comprise all of the real property used or intended to be used in, or otherwise related to, the business of the Company.

(s) Intellectual Property.

(i) Schedule 3.01(s) contains a complete and accurate list and summary description, including any royalties paid or received by the Company, of all Contracts relating to the Intellectual Property Assets to which the Company is a party or by which it is bound, except for any license implied by the sale of a product and perpetual, paid-up licenses for commonly available software programs with an individual value of less than Five Hundred and No/100 Dollars (\$500.00) under which it is the licensee. There are no outstanding or, to the Company's Knowledge, threatened disputes or disagreements with respect to any such agreement. The term "Intellectual Property Assets" includes: (A) the names, "Hearts for Hospice, LLC," and "Hearts for Hospice," and all fictional business names, trading names, registered and unregistered trademarks, service marks, and applications owned by the Company (collectively, "Marks"); (B) all patents, patent applications, and inventions and discoveries that may be patentable owned or licensed by the Company ("Patents"); (C) all copyrights in both published works and unpublished works owned by the Company (collectively, "Copyrights"); and (D) all know-how, trade secrets, confidential information, customer lists, software, technical information, data, process technology, plans, drawings, and blue prints (collectively, "Trade Secrets"). in each case used by the Company in the Business.

(ii) The Intellectual Property Assets are all those necessary for the operations of the Company as they are currently conducted. The Company is the owner or licensee of all right, title, and interest in and to each of the Intellectual Property Assets, free and clear of all liens, security interests, charges, encumbrances, equities, and other adverse claims, and, except as disclosed in Schedule 3.01(s), has the right to use without payment to a third party all of the Intellectual Property Assets. To the Knowledge of the Company, no employee of the Company has entered into any Contract that restricts or limits in any way the scope or type of work in which the employee may be engaged or requires the employee to transfer, assign, or disclose information concerning his work to anyone other than the Company.

(iii) The Company does not own or license any Patents.

(iv) Schedule 3.01(s) contains a complete and accurate list and summary description of all Marks. The Company is the owner of all right, title, and interest in and to each of the Marks, free and clear of all liens, security interests, charges, encumbrances, equities, and other adverse claims. All Marks that have been registered with the United States Patent and Trademark Office are currently in compliance with all formal legal requirements (including the post-registration filing of affidavits of use and incontestability and renewal applications), are valid and enforceable, and are not subject to any maintenance fees or taxes or actions falling due within ninety days after the Closing Date. No Mark has been or is now involved in any opposition, invalidation, or cancellation and, to the Company's Knowledge, no such action is threatened with the respect to any of the Marks. To the Company's Knowledge, there is no potentially interfering trademark or trademark application of any third party. No Mark is infringed or, to the Company's Knowledge, has been challenged or threatened in any way. None of the Marks used by the Company infringes or is alleged to infringe any trade name, trademark, or service mark of any third party. All products and materials containing a Mark bear the proper federal registration notice where permitted by law.

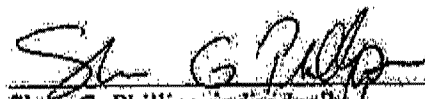
(v) Schedule 3.01(s) contains a complete and accurate list and summary description of all Copyrights. The Company is the owner of all right, title, and interest in and to each of the Copyrights, free and clear of all liens, security interests, charges, encumbrances, equities, and other adverse claims. All the Copyrights have been registered and are currently in compliance with formal legal requirements, are valid and enforceable, and are not subject to any maintenance fees or taxes or actions falling due within ninety days after the date of Closing. No Copyright is infringed or, to the Company's Knowledge, has been challenged or threatened in any way. None of the subject matter of any of the Copyrights infringes or is alleged to infringe any copyright of any third party or is a derivative work based on the work of a third party. All works encompassed by the Copyrights have been marked with the proper copyright notice.


(vi) With respect to each Trade Secret, the documentation relating to such Trade Secret is current, accurate, and sufficient in detail and content to identify and explain it and to allow its full and proper use without reliance on the knowledge or memory of any individual. The Company has taken all reasonable precautions to protect the secrecy, confidentiality, and value of their Trade Secrets. The Company has good title and an absolute (but not necessarily exclusive) right to use the Trade Secrets. The Trade Secrets are not part of the public knowledge or literature, and, to the Company's knowledge, have not been used, divulged, or appropriated either for the benefit of any Person (other than the Company) or to the detriment of the Company. No Trade Secret is subject to any adverse claim or has been challenged or threatened in any way.

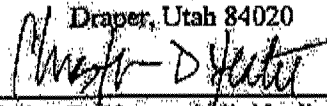
(t) Certain Transactions and Events. Except as set forth on Schedule 3.01(t), no Affiliate of the Company possesses, directly or indirectly, any financial interest in, or is an employee or

IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement as of the date first above written.

SELLERS:

  
Shaw G. Phillips, individually  
Address: 7775 Tinamous Road  
Eagle Mountain, Utah 84005

  
J. Randall Staples, individually  
Address: 14738 Draper Woods Cove  
Draper, Utah 84020


  
Christian D. Yeates, individually  
Address: 243 West 1820 North  
Orem, Utah 84057

SELLER REPRESENTATIVE:

  
Shaw G. Phillips, individually

SELLING COMPANY:

Hearts for Hospice, LLC,  
a Utah limited liability company

By:   
Name: Shaw G. Phillips  
Title: Member

PURCHASER:

Abode Healthcare, Inc.,  
a Delaware corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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Address: 7775 Tinamous Road  
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Address: 243 West 1820 North  
Orem, Utah 84057

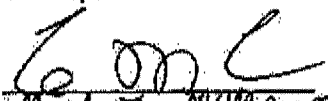
SELLER REPRESENTATIVE:

Shaw G. Phillips, individually

SELLING COMPANY:  
Hearts for Hospice, LLC,  
a Utah limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

PURCHASER:  
Abode Healthcare, Inc.,  
a Delaware corporation

By:   
Name: Michael M. Mawds  
Title: CEO



**FINAL VERSION****CONFIDENTIAL****Schedule 3.01(s) – Intellectual Property****(i) Trademarks:**

- Hearts Logo trademark, effective August 21, 2007, Registration No. 3,282,497
- Hearts for Home Health trademark, effective December 19, 2006, Registration No. 3,186,186.
- Hearts To-Go trademark, effective December 26, 2006, Registration No. 3,189,039
- Hearts for Hospice trademark, effective December 12, 2006, Registration No. 3,183,111.

**Assumed Names:**

- Hearts for Transport
- Hearts on the Run
- Hearts To-Go Non-Emergency Medical Transportation
- Hearts To Go
- Hearts for Home Health
- Hearts 2 Go

**(ii) Domains:****HEARTS FOR HOSPICE, LLC****Domain Name****Expires****Status**

<u>Domain Name</u>	<u>Expires</u>	<u>Status</u>
HEARTS4HOSPICE.COM	10/28/2012	Active - Locked
HEARTSFORHOMEHEALTH.BIZ	1/11/2013	Active - Locked
HEARTSFORHOMEHEALTH.COM	1/19/2013	Active - Locked
HEARTSFORHOMEHEALTH.INFO	1/12/2013	Active - Locked
HEARTSFORHOMEHEALTH.MOBI	12/21/2012	Active - Locked
HEARTSFORHOMEHEALTH.NET	1/11/2013	Active - Locked
HEARTSFORHOMEHEALTH.ORG	1/17/2013	Active - Locked
HEARTSFORHOSPICE.BIZ	1/11/2013	Active - Locked
HEARTSFORHOSPICE.COM	2/10/2013	Active - Locked
HEARTSFORHOSPICE.INFO	1/12/2013	Active - Locked
HEARTSFORHOSPICE.MOBI	12/21/2012	Active - Locked
HEARTSFORHOSPICE.NET	1/11/2013	Active - Locked
HEARTSFORHOSPICE.ORG	2/17/2013	Active - Locked
HEARTSFORHOSPICE.US	10/27/2012	Active - Locked
HEARTSFORHOSPICEANDHOMEHEALTHCARE.BIZ	2/3/2013	Active - Locked

Final Version

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**TRADEMARK**  
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**FINAL VERSION****CONFIDENTIAL**

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HEARTSFORHOSPICEANDHOMEHEALTHCARE.COM	2/4/2013	Active - Locked
HEARTSFORHOSPICEANDHOMEHEALTHCARE.INFO	2/4/2013	Active - Locked
HEARTSFORHOSPICEANDHOMEHEALTHCARE.NET	2/4/2013	Active - Locked
HEARTSFORHOSPICEANDHOMEHEALTHCARE.ORG	2/4/2013	Active - Locked
HEARTSTOGO.BIZ	1/11/2013	Active - Locked
HEARTSTO-GO.BIZ	1/11/2013	Active - Locked
HEARTSTOGO.COM	6/6/2013	Active - Locked
HEARTSTO-GO.COM	6/24/2013	Active - Locked
HEARTSTOGO.INFO	1/12/2013	Active - Locked
HEARTSTO-GO.INFO	1/12/2013	Active - Locked
HEARTSTOGO.MOBI	12/21/2012	Active - Locked
HEARTSTOGO.NET	6/6/2013	Active - Locked
HEARTSTO-GO.NET	1/11/2013	Active - Locked
HEARTSTOGO.ORG	6/6/2013	Active - Locked
HEARTSTOGO.WS	1/12/2013	Active - Locked
HEARTSTRINGSFORHOSPICE.BIZ	12/20/2012	Active - Locked
HEARTSTRINGSFORHOSPICE.COM	1/17/2013	Active - Locked
HEARTSTRINGSFORHOSPICE.INFO	12/21/2012	Active - Locked
HEARTSTRINGSFORHOSPICE.NET	1/17/2013	Active - Locked
HEARTSTRINGSFORHOSPICE.ORG	1/17/2013	Active - Locked
HOSPICEFORARIZONIA.COM	6/30/2014	Active - Locked
HOSPICEFORARIZONIA.INFO	6/30/2014	Active - Locked
HOSPICEFORARIZONIA.NET	5/29/2013	Active - Locked
HOSPICEFORARIZONIA.ORG	5/29/2013	Active - Locked
HOSPICEINUTAH.COM	6/30/2014	Active - Locked
HOSPICEINUTAH.INFO	6/30/2014	Active - Locked

(iv) None.

(v) None.

Final Version

DAL:837100.10

RECORDED: 03/25/2016

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