

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM388876

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Edo Zylstra		06/16/2016	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Kinetacore Holdings, LLC		
Street Address:	175 S. ENGLISH STATION ROAD		
Internal Address:	SUITE 218		
City:	Louisville		
State/Country:	KENTUCKY		
Postal Code:	40245		
Entity Type:	Limited Liability Company: KENTUCKY		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3922503	KINETACORE	
Registration Number:	4329640	FUNCTIONAL DRY NEEDLING	
Serial Number:	86927936	KINETACORE PHYSICAL THERAPY EDUCATION	
CORRESPONDENCE DATA			
Fax Number:			
<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:	502-583-7400		
Email:	twalker@ackersonlegal.com		
Correspondent Name:	James D. Walker, III		
Address Line 1:	401 West Main Street, Suite 1200		
Address Line 2:	Ackerson & Yann, PLLC		
Address Line 4:	Louisville, KENTUCKY 40202		
NAME OF SUBMITTER:	James D. Walker, III		
SIGNATURE:	/James D. Walker, III by JJB/		
DATE SIGNED:	06/22/2016		
Total Attachments: 4			

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TRADEMARK

REEL: 005820 FRAME: 0045



TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") dated as of June 16, 2016 (the "Effective Date"), is made by and between EDO ZYLSTRA, an individual resident of the State of Michigan ("Assignor"), and KINETACORE HOLDINGS, LLC, a Kentucky limited liability company ("Assignee").

WHEREAS, Assignor and Assignee have entered into an Asset Purchase Agreement, dated as of June 16, 2016, by and among Assignor, Assignee, GEMT, LLC, a Colorado limited liability company ("GEMT") and KinetaCore Ashburn, PLLC, a Virginia limited liability company ("KCA" and, together with GEMT, "Sellers") (the "Purchase Agreement"), pursuant to which Assignor and Sellers have agreed to sell, transfer and assign and Assignee has agreed to purchase certain assets, properties, rights and interests relating to Sellers' "Business" as defined in the Purchase Agreement;

WHEREAS, Assignor is the sole and exclusive owner of the United States trademark registrations and application identified and set forth on Schedule "A" hereto (collectively, the "Trademarks") and the goodwill of the Business associated therewith; and

WHEREAS, pursuant to the Purchase Agreement and a certain Intellectual Property Assignment dated June 16, 2016 the Trademarks and their associated goodwill are to be assigned to Assignee.

NOW, THEREFORE, for good and valuable consideration (including the premises and covenants set forth in the Purchase Agreement), the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Assignor hereby sells, assigns, transfers and sets over to Assignee all of Assignor's right, title and interest in and to the Trademarks, together with the goodwill of the business in connection with which the Trademarks are used, and all registrations and applications therefor in the United States and for all foreign countries, including any renewals and extensions of the registrations that are or may be secured under the laws of the United States and all foreign countries, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Trademarks, with the right to sue for and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

ASSIGNEE:

KINETACORE HOLDINGS, LLC

By: Evidence in Motion, LLC
Its: Managing Member

By: Confluent Health, LLC
Its: Managing Member

By: *Laurence N. Benz*
Laurence N. Benz, Manager

STATE OF *Kentucky*)
COUNTY OF *Jefferson*) SS:

On this *14th* day of *June*, 2016 personally appeared before me Laurence N. Benz, known to me to be Manager of Confluent Health, LLC, the Managing Member of Evidence in Motion, LLC, the Managing Member of Kinetacore Holdings, LLC, who acknowledged that he/she signed this instrument as a free act on behalf of Kinetacore Holdings, LLC.

Laurence N. Benz #489410
Notary Public:
My commission expires: *5-21-17*

SCHEDULE A

- U.S. Trademark No. 3922503 for KINETACORE registered by GEMt, LLC DBA Kinetacore LLC on February 22, 2011 and Assigned to Edo Zylstra on February 23, 2016;
- U.S. Trademark No. 4329640 for FUNCTIONAL DRY NEEDLING registered on April 30, 2013; and
- U.S. Trademark Application No. 86927936 filed on March 3, 2016 for KINETACORE PHYSICAL THERAPY EDUCATION (logo).

kinetacore
Physical Therapy Education