

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM394161

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	09/05/2014

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
RCA Holdings LLC		07/29/2016	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Rivermend IP Holdings LLC
Street Address:	2300 Winding Ridge Parkway
Internal Address:	Suite 210S
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30339
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	2597108	ROSEWOOD
Registration Number:	3831380	ROSEWOOD CAPRI
Registration Number:	3831378	ROSEWOOD CENTERS FOR EATING DISORDERS
Registration Number:	3831381	ROSEWOOD RANCH
Registration Number:	4034145	THE ROSEWOOD INSTITUTE
Registration Number:	3322325	A NEW JOURNEY EATING DISORDER CENTER
Registration Number:	3876914	

CORRESPONDENCE DATA

Fax Number: 9736398931

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: 9736398285

Email: jflynn@ebglaw.com

Correspondent Name: James P. Flynn

Address Line 1: One Gateway Center

Address Line 2: Epstein Becker & Green (13th Floor)

Address Line 4: Newark, NEW JERSEY 07102

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NAME OF SUBMITTER:	James P. Flynn
SIGNATURE:	/James P. Flynn/
DATE SIGNED:	08/08/2016
Total Attachments: 2 source=rivermend assignment ExtractPage2#page1.tif source=rivermend assignment ExtractPage2#page2.tif	

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (the "Agreement") is entered into and effective as of the 29th day of July, 2016, retroactive to September 5, 2014 (the "Effective Date") by and between by RCA Holdings LLC, a Delaware limited liability company ("RCA") and Rivermend IP Holdings LLC, a Delaware limited liability company ("Rivermend"), for the use by and benefit of Rivermend Health LLC ("Rivermend Health"). In consideration of the covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. RCA Marks to be Assigned. RCA currently is the owner of the following trademarks:

- Rosewood (US Reg. US Reg. #2,597,108)
- Rosewood Capri (US Reg. #3,831,380)
- Rosewood Centers for Eating Disorders (US Reg. #3,831,378)
- Rosewood Ranch (US Reg. #3,831,381)
- The Rosewood Institute (US Reg. #4,034,145)
- A New Journey Eating Disorder Center (US Reg. #3,322,325)
- Shell Logo Design (US Reg. #3,876,914)

Together with related interests and good will associated with those trademarks (the "Transferred Marks").

2. The Assignments. Rivermend now desires to acquire from RCA, and RCA desires to transfer and assign to Rivermend all of RCA's rights, title and interests in the Transferred Marks and attendant goodwill.

3. Transfer of the Marks. RCA, in exchange for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby irrevocably sells, assigns and transfers to Rivermend, its successors and assigns, in perpetuity all right, title, and interest in the Transferred Marks, and any and all state and federal applications, allowances, and registrations of the Transferred Marks, together with the goodwill of the business connected with and symbolized by the Transferred Marks, and together with all the rights for recovery and the damages and profits for past infringements, if any, as of the Effective Date.

4. Representations, Warranties, and Covenants of RCA. In connection with the transfer of the Transferred Marks to Rivermend, RCA represents, warrants, and covenants that:

a. RCA is the current owner of the Marks, and has not licensed, permitted or granted to any third party other than Rivermend the right to use the Transferred Marks.

b. Upon the reasonable request of Rivermend, RCA shall assist Rivermend in documenting Rivermend's ownership of the Transferred Marks consistent with the terms of this Agreement, and shall assist RCA in protecting against any unauthorized third party uses of the Transferred Marks.

6. Miscellaneous Provisions.

a. Assignment. The rights and obligations of either party hereunder may be assigned thereby to any third party upon written notice to the other party.

b. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of Delaware, notwithstanding any conflict-of-laws doctrines to the contrary.

c. Waiver. The waiver by either party of a breach of a provision of this Agreement shall not operate or be construed to invalidate the balance of the provisions contained in this Agreement, which provisions shall continue to remain in full force and effect.

d. Severability. If any of the terms and conditions of this Agreement shall be held to be illegal, invalid or otherwise non-enforceable by a court of competent jurisdiction, all remaining terms and conditions shall remain in full force and effect.


e. Entire Agreement; Amendments. This Agreement contains the entire agreement between RCA and Rivermend with respect to the transfer of the Transferred Marks to Rivermend and related subject matter, and supersede all prior oral and written understandings of the parties with respect to the subject matter hereof, and may be modified or amended only by a writing executed by RCA and Rivermend.

f. Successors and Assigns. This Agreement shall inure to the benefit of, and be binding upon, the successors, assigns, heirs, execution and administrators of the parties.

g. Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if each of the parties had signed the same document. All counterparts shall be construed together and shall constitute one agreement.


IN WITNESS WHEREOF, the undersigned have caused this Trademark Assignment Agreement to be executed and applicable as of the Effective Date.

RCA HOLDINGS LLC

By: 
Elizabeth Ann Eden VP/GC

Date: 7/29/16

RIVERMEND IP HOLDINGS LLC

By: 
Elizabeth Ann Erdman VP, GC

Date: 7/29/16