# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM440065

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Nightingale Home Healthcare, Inc.		05/22/2017	Corporation:

## **RECEIVING PARTY DATA**

Name:	Home Care Providers, Inc.	
Street Address:	3535 E 96th St., Suite 130	
City:	Indianapolis	
State/Country:	INDIANA	
Postal Code:	46240	
Entity Type:	Corporation: INDIANA	

# **PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark
Serial Number:	86232196	NIGHTINGALE HOME HEALTHCARE
Registration Number:	2875050	CARE WITH COMPASSION, COMMITMENT AND PRO
Registration Number:	2877719	

### **CORRESPONDENCE DATA**

Fax Number: 3172317433

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: 3172361313

Email: cbyczko@btlaw.com **Correspondent Name:** Caitlin R. Byczko

Address Line 1: 11 South Meridian Street Address Line 4: Indianapolis, INDIANA 46204

ATTORNEY DOCKET NUMBER:	27910-73112	
NAME OF SUBMITTER:	Caitlin R. Byczko	
SIGNATURE:	/cbyczko/	
DATE SIGNED:	08/21/2017	

**Total Attachments: 2** 

source=NIGHTINGALE HOME HEALTHCARE Fully Executed Trademark Assignment#page1.tif source=NIGHTINGALE HOME HEALTHCARE Fully Executed Trademark Assignment#page2.tif

> **TRADEMARK** REEL: 006140 FRAME: 0210

TRADEMARK ASSIGNMENT

This is an Agreement ("Agreement") effective as of the last signed date below ("Effective

Date"), between NIGHTINGALE HOME HEALTH CARE, INC., a corporation organized under the

laws of the state of Indiana, with a principal place of business at 1036 S. Rangeline Road, Carmel,

Indiana 46032 ("NHH" or "Assignor"), and HOME CARE PROVIDERS, INC., a corporation

organized under the laws of the state of Indiana, with a principal place of business at 3535 E 96th St, Ste

130, Indianapolis, IN, 46240, ("HCP" or "Assignee").

Assignor hereby assigns, sets over, and transfers, all of its rights, title, and interest in and to the

trademarks and the registrations owned by NHH, as identified in Schedule 1 attached hereto (the

"Trademarks"), together with the goodwill of the business symbolized thereby, together with all claims

for damages by reason of past infringement of the Trademarks with the right to sue for and collect the

same for its own use and benefit, and for the use and on behalf of its successors, assigns or other legal

representatives.

Assignor agrees to execute and deliver at the request of the Assignee, all papers, instruments, and

assignments, and to perform any other reasonable acts the Assignee may require in order to vest all

Assignor's rights, title and interest in and to the Trademarks in the Assignee and/or to provide evidence

to support any of the foregoing in the event such evidence is deemed necessary by the Assignee, to the

extent such evidence is in the possession or control of Assignor.

NIGHTINGALE HOME HEALTH CARE, INC.

Signature: <u>Du Arwyhlb Gy</u>

Print Name: DOV ANKOR BRAR

Print Title: PRES/DEX/7

Date: 14AY 22, 2617

TRADEMARK REEL: 006140 FRAME: 0211

## SCHEDULE 1

Trademark	Registration Date	US Registration No.	Services
NIGHTINGALE HOME HEALTHCARE	Pending Application: Filed March 26, 2014	Serial No. 86232196	home health care services; physical therapy services
CARE WITH COMPASSION, COMMITMENT AND PROFESSIONALISM	August 17, 2004	Reg. No. 2875050	home health care services; physical therapy services
	August 24, 2004	Reg. No. 2877719	home health care services; physical therapy services

<sup>\*</sup> Serial No. 86232196 is subject to Concurrent Use Proceeding with a third party Registration No. 3889190 owned by Nightingale Health Services, Inc.

**RECORDED: 08/21/2017** 

TRADEMARK
REEL: 006140 FRAME: 0212

<sup>\*</sup>NHH claims the exclusive right to use the mark in the area comprising the entire United States with the exception of the state of California pursuant to the decree of the Southern District of California, Case No. 05-cv-0719 JAH (ABJ).