

900444200 03/26/2018

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM467148

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Colorado Caring Companions & Affiliates, LLC		3/20/18	Limited Liability Company: COLORADO

RECEIVING PARTY DATA

Name:	Vitae Care, Inc.
Street Address:	4023 Kennett Pike Suite 235
City:	Wilmington
State/Country:	DELAWARE
Postal Code:	19807
Entity Type:	Corporation: COLORADO

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Serial Number:	87323134	VITAE CARE
Serial Number:	87321744	VITAE-CARE
Serial Number:	87327293	

CORRESPONDENCE DATA

Fax Number:
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.

Email: accounting@Vitae-Care.com

Correspondent Name: Annette Pecinová

Address Line 1: 4023 Kennett Pike Suite 235

Address Line 4: Wilmington, DELAWARE 19807

NAME OF SUBMITTER:	/Annette Pecinová/
SIGNATURE:	/Annette Pecinová/
DATE SIGNED:	03/26/2018

Total Attachments: 6

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Asset Purchase Agreement

This agreement is made on March 20, 2017, between Colorado Caring Companion and Affiliates, LLC, with its principal place of business at 700 Colorado Boulevard, Suite 283, Denver, Colorado, 80206, hereinafter the "Seller," and Vitae Care, Inc., with offices at 700 Colorado Boulevard, Suite 283, Denver, Colorado, 80206, hereinafter the "Buyer."

In consideration of the mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Purchase of Assets

The Seller shall sell to the Buyer and the Buyer shall purchase from the Seller, on the terms and conditions set forth in this agreement, all of the owned property of Colorado Caring Companion and Affiliates, LLC, as determined by a complete inventory and accounting to be taken of all the fixtures, equipment, and other tangible assets of Colorado Caring Companion and Affiliates, LLC, as shown on the attached inventory (Exhibit A) and the trade, business name, telephone number and listing, goodwill, and all other intangible assets of the business.

This purchase and sale is limited to the assets specifically set forth in this agreement, and the Buyer shall not assume any liabilities of Colorado Caring Companion and Affiliates, LLC, or its individual shareholders, directors, officers, affiliates, creditors, or parent or subsidiary companies, if any.

2. Purchase Price

The purchase price for these assets is [REDACTED]

3. Payment of Purchase Price

On execution of this agreement, the Buyer shall deposit the sum of [REDACTED] in the escrow account described in paragraph four. The Buyer will deposit the remainder of the purchase price, [REDACTED] in the escrow account on or before the date set for consummation of the purchase and sale of the business assets.

4. Closing and Escrow

- a) The closing date will be March 20, 2017, provided there are no unforeseen delays. The closing shall not be later than seven calendar days after the designated closing date, unless a further extension is agreed upon in writing between the Buyer and Seller. If either of the parties intend to have a title company or escrow agent close the transaction, the parties shall mutually agree upon the company or agent, with costs to be split between the parties. The costs of escrow are separate and apart from the purchase price. Both the Buyer and Seller shall submit all documentation and other information requested by the title company/escrow agent needed to close the transaction. The parties shall fix a date and time with the title company/escrow agent to close the transaction.
- b) On the closing date, the inventory, equipment, and fixtures to be transferred will be located at 700 Colorado Boulevard, Suite 283, Denver, Colorado, 80206, and will not be removed without the written consent of the Buyer.

5. Representations by Seller

The Seller covenants and represents:

- a) The Seller is the sole owner of the assets, with full rights to sell or dispose of them as the Seller may choose, and no other person has any claim, right, title, interest, or lien in, to, or on the business or assets.
- b) The Seller has no undischarged obligations affecting the assets being sold under this agreement.
- c) There are presently, and will be at the time of closing, no liens or security interests against the property and assets being transferred herein.
- d) Consents. No consent from or other approval of a government entity, board of directors, or any other person is necessary in connection with the execution of the agreement or the consummation by the Seller of the assets to the Buyer in the manner previously conducted by the Seller.
- e) Inventory. The inventory is merchantable and fit for its intended use and is free of any material defects in workmanship. The finished goods inventory is of a type, quantity, and quality usable and salable in the ordinary course of business.
- f) Payment of taxes. The Seller represents and warrants that the Seller has paid, or will arrange for the full payment of, all taxes owed by the Seller on account of the business.
- g) Insurance. At the time of signing this agreement, the Seller will provide the Buyer with a copy of the most current insurance policy covering the business and/or the assets sold. The Buyer has the option to assume the insurance policy, subject to insurance company approval.
- h) Licenses, permits, and consents. There are no licenses or permits currently required by the Seller for the satisfaction of the sale of assets or this agreement. The Seller has obtained the proper licenses or permits to effectuate this agreement.
- i) Litigation. There are no actions, suits, proceedings, or investigations pending or, to the knowledge of the Seller, threatened against or involving the Seller, nor brought by the Seller or affecting any of the purchased property at law or in equity or admiralty or before or by any federal, state, municipal, or other government department, commission, board, agency, or instrumentality, domestic or foreign, nor has any such action, suit, proceeding, or investigation been pending during the twenty-four-month period preceding the date hereof, and the Seller is not operating its business under or subject to or in default with respect to any order, writ, injunction, or decree of any court of federal, state, municipal, government department, commission, board, agency, or instrumentality, domestic or foreign.
- j) Compliance with laws. To the best of its knowledge, the Seller has complied with and is operating its business in compliance with all laws, regulations, and orders applicable to the business conducted by it, and the present uses by the Seller of the purchased property do not violate any such laws, regulations, or orders. The Seller has no knowledge of any material expenditures, present or future, that will be required with respect to any of the Seller's facilities to achieve compliance with any present statute, law, or regulation, including those related to the environment or occupational health and safety.
- k) Disclosure. No representation or warranty by the Seller contained in this agreement and no statement contained in any certificate or other instrument furnished or to be furnished to the Buyer pursuant hereto or in connection with the transactions contemplated hereby, contains or will contain any untrue statement of a material fact or omits or will fail to

state any material fact that is necessary to make the statements contained therein not misleading.

- l) Liabilities. The Seller has, as of the purchase date and shall have on the closing date, no liabilities of any kind whatsoever, contingent or otherwise.
- m) Environmental affidavit. The Seller will provide an affidavit certifying that there presently is not, nor has ever been, dumping or storing of toxic, Superfund, or hazardous wastes on the premises.

6. Indemnification Provisions

It is agreed by and between the parties that the Seller shall jointly and severally indemnify and hold the Buyer and its assigns harmless from any and all claims of any nature whatsoever, including without limitation

- a) tort claims and any creditor claims;
- b) any claims that may be made hereinafter on account of federal and state franchise taxes, Social Security taxes, sales taxes, unemployment taxes, and all other taxes of whatever nature or form on the account of the operation for the business ending on and accruing up to the closing date; and
- c) any claims for wages, vacation, sick pay, or fringe benefits claimed by the Seller's employees for periods prior to the closing date. The Seller shall furnish the Buyer with a list of all of the business's employees, full- and part-time, their current rate of compensation, and fringe benefits for the purposes of disclosure. The Buyer makes no warranties or guaranties regarding the employment of any of the Seller's employees.

7. Covenants of Seller

The Seller covenants with the Buyer as follows:

- a) the bill of sale to be delivered at the closing date will transfer all of the assets enumerated in Exhibit A free and clear of all encumbrances and will contain the usual warranties, and
- b) the Seller assumes all risk of loss, damage, or destruction to the assets subject to this agreement until the closing. If the assets are damaged or lost prior to the closing such that their valuation is affected, the Seller agrees to negotiate in good faith a reasonable reduction in the payment purchase price to account for the lost value of the assets.

8. Inventory of Assets

A complete inventory of the stock-in-trade, merchandise, and other tangible assets to be sold and purchased under this agreement shall be taken on December 31, 2017, by the Buyer. Operation of the business will be suspended immediately prior to the taking of the inventory and will remain suspended until after the closing, unless doing so would cause a depreciation of any asset(s). Any asset(s) that would lose value or otherwise become encumbered based on the suspension of operation may remain in use until the asset(s) can be transferred to the Buyer with the purpose of retaining the maximum value until the execution and complete satisfaction of this agreement.

9. Bulk-Sales Compliance

The Seller shall comply with applicable bulk-sales legislation.

10. Schedules

Schedules and other documents attached or referred to in this agreement are an integral part of this agreement.

11. Entire Agreement

This agreement constitutes the sole and only agreement between the Buyer and the Seller with respect to the business or the sale and purchase of the business. This agreement correctly sets forth the obligations of the Buyer and the Seller to each other as of the date of this agreement. Any additional agreements or representations with respect to the business or its sale to the Buyer not expressly set forth in this agreement are null and void unless otherwise required by law. Both parties agree to waive rights to any conflicting laws that may nullify this agreement to the full extent allowable by law.

12. Conditions Precedent of Buyer

The obligations of the Buyer hereunder are subject to the conditions on or prior to the closing date.

- a) Representations and warranties true at closing. The representations and warranties of the Seller contained in the agreement or any certificate or document delivered pursuant to the provisions hereof or in connection with the transactions contemplated hereby shall be true on and as of the closing date as though such representations and warranties were made at and as of such date, except if such representations and warranties were made as of a specified date and such representations and warranties shall be true as of that date.
- b) Seller's compliance with the agreement. The Seller shall have performed and complied with all agreements and conditions required by this agreement prior to or at the closing of the agreement.
- c) Resolutions and seller's certificate. The Seller shall have delivered to the Buyer copies of the resolutions of the board of directors for the Seller authorizing the transactions contemplated herein, with the resolutions certified to be true and correct by its secretary or assistant secretary, and a certificate from an officer of the Seller dated the closing date, certifying in such detail as the Buyer may request to the fulfillment of the conditions specified in subparagraphs A and B above.
- d) Injunction. On the closing date, there shall be no effective injunction, writ, preliminary restraining order, or any order of any nature issued by a court of competent jurisdiction directing that the transactions provided herein are not consummated as herein provided.
- e) Approval of proceedings. All actions, proceedings, instruments, and documents required to carry out this agreement, or incidental thereto, and all other related legal matters shall be approved by counsel for the Buyer.
- f) Casualty. The purchased asset(s) or any substantial portion thereof shall not have been adversely affected in any material way as a result of any fire, accident, flood, other casualty, act of God, or the public enemy, nor shall any substantial portion of the purchased property have been stolen, taken by eminent domain, or subject to condemnation. If the closing occurs hereunder despite such casualty as a result of the waiver of this condition by the Buyer, the Seller shall assign or pay over to the Buyer the

proceeds of any insurance or any condemnation proceeds with respect to any casualty involving the purchased property that occurs after the date hereof.

- g) Adverse change. There will be, between the purchase date and the closing date, no material adverse changes in the assets, liabilities, condition—financial or otherwise—or in the business, properties, earnings, or net worth of the Seller.

13. Arbitration

In the event the parties are not able to resolve any dispute between them arising out of or concerning this agreement or any provisions hereof, whether in contract, tort, or otherwise at law or in equity for damages or any other relief, then such dispute shall be resolved only by final and binding arbitration pursuant to the Federal Arbitration Act and in accordance with the American Arbitration Association rules then in effect and will be conducted by a single neutral arbitrator and administered by the American Arbitration Association in a location mutually agreed upon by the parties. The arbitrator's award shall be final, and judgment may be entered upon it in any court having jurisdiction. In the event that any legal or equitable action, proceeding, or arbitration arises out of or concerns this agreement, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees. The parties agree to arbitrate all disputes and claims in regard to this agreement or any disputes arising as a result of this agreement, whether directly or indirectly, including tort claims that are a result of this agreement. The parties agree that the Federal Arbitration Act governs the interpretation and enforcement of this provision. The entire dispute, including the scope and enforceability of this arbitration provision shall be determined by the arbitrator. This arbitration provision shall survive the termination of this agreement.

_____ (Seller's initials)

_____ (Buyer's initials)

14. Costs and Expenses

Except as expressly provided to the contrary of this agreement, each party shall pay all of its own costs and expenses incurred with respect to the negotiation, execution, and delivery of this agreement and the exhibits hereto.

15. Miscellaneous Provisions

- a) Applicable law. This agreement shall be construed under and in accordance with the laws of the State of Colorado.
- b) Parties bound. This agreement shall be binding on and inure to the benefit of the parties to this agreement and their respective heirs, executors, administrators, legal representatives, successors, and assigns, as permitted by this agreement.
- c) Legal construction. This agreement shall be construed as to effectuate the intended purpose of the agreement. In the event any one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, this agreement shall be modified to otherwise effectuate the sale under the original intentions of the parties. This may include striking the invalid, illegal, or unenforceable provision as if they had never been contained in this agreement or modifying the invalid, illegal, or unenforceable provisions to make them compliant without modifying the original purpose of the parties.

- d) Amendments. This agreement may be amended by the parties only by a written agreement.
- e) Attorneys' fees. Should any arbitration or litigation be commenced between the parties to this agreement concerning the rights and duties of either party in relation to the business or this agreement, the prevailing party in the arbitration or litigation shall be entitled to (in addition to any other relief that may be granted) a reasonable sum and attorneys' fees in the arbitration or litigation, and the sum shall be determined by the court or other person presiding in the arbitration, litigation, or in a separate action brought for that purpose.
- f) Signatories. This agreement shall be executed on behalf of Colorado Caring Companion and Affiliates, LLC, by [REDACTED], and on behalf of Vitae Care, Inc., by Annette Pecinoya. The agreement shall be effective as of the date first written above.

Seller:
Colorado Caring Companion and Affiliates, LLC

By: [REDACTED] Date: 3/20/17

Buyer:
Vitae Care, Inc.

By:  Date: 3/20/17
Annette Pecinoya