

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM478837

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NurseBank America, LLC		06/11/2018	Limited Liability Company: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	ResCare Home Care Services Pennsylvania, LLC		
Street Address:	9901 Linn Station Rd.		
City:	Louisville		
State/Country:	KENTUCKY		
Postal Code:	40223		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3969570	ANGEL COMPANIONS	
Registration Number:	4126704	ANGEL COMPANIONS VVV	
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:	5028250220		
Email:	acahill@cahill-ip.com		
Correspondent Name:	Amy Sullivan Cahill		
Address Line 1:	6013 Brownsboro Park Blvd., Suite B		
Address Line 4:	Louisville, KENTUCKY 40207		
NAME OF SUBMITTER:	Christina I. Ryan		
SIGNATURE:	/christina i. ryan/		
DATE SIGNED:	06/21/2018		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

WHEREAS, NurseBank America, LLC, a limited liability company organized under the laws of the State of Pennsylvania (hereinafter "Assignor"), is the owner of the trademarks set forth in Schedule A hereto (the "Trademarks"); and

WHEREAS, Assignor, certain affiliates of Assignor, the members of Assignor, ResCare Home Care Services Pennsylvania, LLC, a limited liability company organized under the laws of the State of Delaware (hereinafter "Assignee"), and an affiliate of Assignee, have executed that certain Asset Purchase Agreement dated April 26, 2018 (together with any amendments thereto, the "Agreement"), for the acquisition by Assignee and Assignee's affiliate of certain assets of Assignor and its affiliates; and

WHEREAS, the Agreement contemplates that Assignee will acquire all right, title and interest in the Trademarks; and

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, said Assignor does hereby sell, assign, set over, and transfer to Assignee the entire right, title and interest in and to the Trademarks and U.S. Patent and Trademark applications and registrations thereof, together with the goodwill connected with the use of and symbolized by the Trademarks, the same and the rights of said Assignor to be held and enjoyed by said Assignee for its own use and enjoyment, and for use and enjoyment of its successors, assigns or other legal representatives, to the end of the term or terms for which the trademark registrations may be renewed or reissued, as fully or entirely as the same would have been held and enjoyed by said Assignor if this assignment and sale had not been made, together with all claims for legal and equitable relief of any kind by reason of past infringement of the

Trademarks and trademark applications and registrations, with the right to sue for and obtain the same for its own use and behalf, and for the use of its successors, or other legal representatives.

This Trademark Assignment is delivered pursuant to the Agreement and is subject to the provisions of the Agreement, including, without limitation, provisions relating to indemnification by Assignor and by Assignee, and the limitations in respect of such indemnification set forth therein. Nothing in this Trademark Assignment shall alter any liability or obligation of Assignor or Assignee arising under the Agreement. In the event of conflict between this Trademark Assignment and the Agreement, the Agreement shall control.

This Trademark Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. The parties hereto agree that the delivery of this Trademark Assignment by facsimile or e-mailed .PDF files of scanned copies bearing their respective signatures shall be sufficient and binding upon them as if such document were delivered with original signatures.

[remainder of this page is intentionally blank -- signatures appear on the following page]

IN TESTIMONY WHEREOF, said Assignor and Assignee have caused this Trademark Assignment to be duly executed and become effective as of 12:01 a.m. EDT, June 11, 2018.

Executed this 11th day of June, 2018.

ASSIGNOR
NURSEBANK AMERICA, LLC

ASSIGNEE
RESCARE HOME CARE SERVICES
PENNSYLVANIA, LLC

Signature: *Mark E. Santolieri*

Signature: _____

Name: Mark E. Santolieri

Name: _____

Title: COO

Title: _____

IN TESTIMONY WHEREOF, said Assignor and Assignee have caused this Trademark
Assignment to be duly executed and become effective as of 12:01 a.m. EDT, June 11, 2018.

Executed this 11th day of June, 2018.

ASSIGNOR
NURSEBANK AMERICA, LLC

ASSIGNEE
RESCARE HOME CARE SERVICES
PENNSYLVANIA, LLC

Signature: _____

Name: _____

Title: _____

Signature: Reyanne A. Domico

Name: Reyanne A. Domico

Title: President

SCHEDULE A

<u>MARK</u>	<u>USPTO REG. NO.</u>
ANGEL COMPANIONS	3,969,570
ANGEL COMPANIONS (WV) (& Design)	4,126,704