

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM481382

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Vendome Medquest, LLC		07/05/2018	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	NACCME, LLC		
<b>Street Address:</b>	104 Windsor Center Drive		
<b>Internal Address:</b>	Suite 200		
<b>City:</b>	East Windsor		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	08520		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 12</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87847438	NATIONAL CONFERENCE ON ALCOHOL & ADDICTI	
<b>Serial Number:</b>	87847434		
<b>Serial Number:</b>	87649038	NATIONAL COCAINE, METH & STIMULANT SUMMI	
<b>Registration Number:</b>	5361297	BEHAVIORAL HEALTHCARE EXECUTIVE	
<b>Registration Number:</b>	5308154	TREATMENT CENTER EXECUTIVE & MARKETING R	
<b>Registration Number:</b>	5257845	SUMMIT FOR CLINICAL EXCELLENCE	
<b>Registration Number:</b>	5257844	NATIONAL RX DRUG ABUSE & HEROIN SUMMIT	
<b>Registration Number:</b>	5252479	TREATMENT CENTER INVESTMENT & VALUATIONR	
<b>Registration Number:</b>	5252478	INSTITUTE FOR THE ADVANCEMENT OF BEHAVIO	
<b>Registration Number:</b>	5209503	NATIONAL CONFERENCE ON ADDICTION DISORDE	
<b>Registration Number:</b>	4243770	BEHAVIORAL HEALTHCARE	
<b>Registration Number:</b>	4243769	ADDICTION PROFESSIONAL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2152992150		
<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>			
<b>Phone:</b>	215-299-2016		
<b>Email:</b>	tfall@foxrothschild.com		
<b>TRADEMARK</b>			

OP \$315.00 87847438

**Correspondent Name:** Tristram R. Fall, III, Esquire  
**Address Line 1:** 997 Lenox Drive  
**Address Line 2:** Building 3  
**Address Line 4:** Lawrenceville, NEW JERSEY 08648

**NAME OF SUBMITTER:** Tristram R. Fall, III

**SIGNATURE:** /Tristram R. Fall, III/

**DATE SIGNED:** 07/11/2018

**Total Attachments: 6**

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## INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (the "Intellectual Property Assignment") is made and entered into as of July 5, 2018 (the "Effective Date") by Vendome Medquest, LLC, a Delaware limited liability company ("Assignor"), in favor of NACCME, LLC, a Delaware limited liability company ("Assignee"). Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to them in the Asset Purchase Agreement (as defined below).

### RECITALS

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement dated as of the date hereof (the "Asset Purchase Agreement") pursuant to which Assignor has agreed to sell, convey, assign, transfer, and deliver to Assignee, among other assets, the Assigned Intellectual Property Assets, and have agreed to execute and deliver this Intellectual Property Assignment.

### AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Assignor hereby assigns, transfers, and conveys to Assignee, and Assignee hereby accepts the assignment, without the necessity of any additional consideration, of all right, title, and interest of Assignor in and to all of the Assigned Intellectual Property Assets, including, without limitation, the Intellectual Property Registrations listed on **Exhibit A** attached hereto, and the goodwill associated with the use of and symbolized by the foregoing.

2. Assignor will, without further consideration, at the request of Assignee and at the expense of the requesting party, promptly sign, execute, make and do, and will use commercially reasonable efforts to cause its employees and independent contractors to promptly sign, execute, make and do, all such deeds, documents, acts and things as Assignee and its duly authorized agents may reasonably require in order to apply for, obtain, register and vest in the name of Assignee alone (unless Assignee otherwise directs) letters patent, copyrights, trademarks, domain names, social media accounts or other analogous protection with respect to the Assigned Intellectual Property Assets and all rights therein in any country throughout the world and when so obtained or vested to renew and restore the same.

3. This Intellectual Property Assignment shall be binding upon and shall inure to the benefit of Assignor and Assignee and their respective successors and permitted assigns; provided, however, that the terms of the Asset Purchase Agreement concerning assignment and delegation of the parties' respective rights and obligations thereunder shall apply *mutatis mutandis* to this Intellectual Property Assignment as if set forth in full herein.

4. This Intellectual Property Assignment shall be governed by and construed in accordance with the internal laws of the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

5. This Intellectual Property Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Intellectual Property Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Intellectual Property Assignment.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor and Assignee have each caused this Intellectual Property Assignment to be executed by their respective officers thereunto duly authorized on the Effective Date.

**ASSIGNOR:**

**Vendome Medquest, LLC**

By: 

Name: Jane Butler

Title: Chief Executive Officer


*[Signature Page to Intellectual Property Assignment]*

**TRADEMARK**  
**REEL: 006381 FRAME: 0348**

**ASSIGNEE:**

**NACCME, LLC**




By: \_\_\_\_\_  
Name: Jeff Hennessy  
Title: Chief Executive Officer



*[Signature Page to Intellectual Property Assignment]*

**TRADEMARK**  
**REEL: 006381 FRAME: 0349**

**Exhibit A**  
**Trademark Registrations and Pending Trademark Applications**

<b>Country</b>	<b>Trademark / App. No. / Reg. No.</b>	<b>Class(es)</b>	<b>Status</b>
USA	ADDICTION PROFESSIONAL Reg. No.: 4243769 App. No.: 85407160	16, 41	Registered
USA	BEHAVIORAL HEALTHCARE Reg. No.: 4243770 App. No.: 85407219	16, 41	Registered
USA	  Reg. No.: 5361297 App. No.: 87319382	16, 41	Registered
USA	  Reg. No.: 5252478 App. No.: 87194178	35, 41	Registered
USA	NATIONAL CONFERENCE ON ADDICTION DISORDERS Reg. No.: 5209503 App. No.: 87256775	41	Registered
USA	 Reg. No.: 5257844 App. No.: 87194188	41	Registered
USA	  Reg. No.: 5257845 App. No.: 87194194	41	Registered

Country	Trademark / App. No. / Reg. No.	Class(es)	Status
USA	 <p>TREATMENT CENTER <b>Executive &amp; Marketing</b> RETREAT</p> <p>Reg. No.: 5308154 App. No.: 87194201</p>	41	Registered
USA	 <p>TREATMENT CENTER <b>Investment &amp; Valuation</b> RETREAT</p> <p>Reg. No.: 5252479 App. No.: 87194214</p>	41	Registered
USA	 <p>App. No.: 87847434</p>	9, 16, 35, 41	Pending
USA	 <p>NATIONAL <b>Cocaine, Meth &amp; Stimulant</b> SUMMIT</p> <p>App. No.: 87649038</p>	9, 41	Pending
USA	 <p>NATIONAL CONFERENCE ON <b>Alcohol &amp; Addiction Disorders</b></p> <p>App. No.: 87847438</p>	41	Pending