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# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM484249

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

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Richard Avery Bodian		07/31/2018	INDIVIDUAL: UNITED STATES

# **RECEIVING PARTY DATA**

Name:	PT Administrative Services LLC	
Street Address:	c/o Pamlico Capital	
Internal Address:	150 N. College St., #2400	
City:	Charlotte	
State/Country:	NORTH CAROLINA	
Postal Code:	28202	
Entity Type:	Limited Liability Company: DELAWARE	

### **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Serial Number:	87749791	ONE ON ONE PHYSICAL THERAPY

### **CORRESPONDENCE DATA**

**Fax Number:** 7044441111

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: 704-444-1124

Email: elaine.hunt@alston.com
Correspondent Name: Michele M. Glessner
Address Line 1: Alston & Bird LLP

**Address Line 2:** 101 South Tryon Street, Suite 4000

Address Line 4: Charlotte, NORTH CAROLINA 28280-4000

NAME OF SUBMITTER:	Elaine B. Hunt
SIGNATURE:	/Elaine B. Hunt/
DATE SIGNED:	08/01/2018

### **Total Attachments: 4**

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### TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (the "<u>Assignment</u>"), effective as of July 31, 2018 (the "<u>Effective Date</u>"), is entered into by and between **Richard Bodian**, (herein referred to as the "<u>Assignor</u>") and **PT Administrative Services LLC**, a Delaware limited liability company (hereinafter referred to as "<u>Assignee</u>") (collectively "<u>the Parties</u>"). Capitalized terms used but not defined herein shall have the meaning set forth in the Asset Purchase Agreement (defined below).

### **RECITALS**

WHEREAS, Assignor and Assignee have entered into an Asset Purchase Agreement dated July 31, 2018 (the "Asset Purchase Agreement");

WHEREAS, pursuant to Section 2.1 (vii) of the Asset Purchase Agreement, Assignor and Assignee have entered into an agreement pursuant to which certain Trademarks owned by Assignor are assigned to Assignee;

WHEREAS, Assignor desires to assign to Assignee the Trademarks set forth on Schedule 1 hereto, together with the business and goodwill associated with such Trademarks ("Assigned Trademarks");

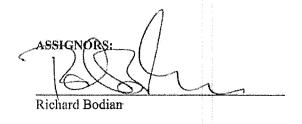
WHEREAS, Assignee desires to accept from Assignor the Assigned Trademarks.

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

- 1. <u>Assignment.</u> Assignor confirms the assignment, transfer, and sale unto said Assignee the entire right, title, and interest in and to the Trademarks and the associated business, usage and goodwill, including all rights of action against third parties for past, present and future infringement or other unauthorized use of the Trademarks, the same to be held and enjoyed by said Assignee as fully and entirely as the same would have been held by Assignor had this transfer, assignment, and sale not been made.
- 2. <u>Governing Law</u>. This Assignment shall be governed by and construed in accordance with the Laws of the State of Delaware, without regard to the conflicts of law principles of such state.
- 3. <u>Successors and Assigns</u>. This Assignment shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns.
- 4. <u>Counterparts</u>. This Agreement may be executed in one or more counterparts and delivered via facsimile, pdf, or other electronic means, each of which shall be deemed an original and all of which shall constitute one and the same agreement, and shall become effective when one or more counterparts have been signed by each of the Parties and delivered to the other Party, it being understood that all Parties need not sign the same counterpart.

[Signature Page Follows]

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[Signatures Follow on Next Page]

[Signature Page to Intellectual Property Assignment Agreement]

# ASSIGNEE:

PT ADMINISTRATIVE SERVICES LLC

By: Brian F. Chambers
Title: Authorized Person

**EXECUTION** 

# SCHEDULE 1

# ASSIGNED TRADEMARKS

Mark	Country	Appln. No.	Filing Date	Reg. No.	Reg. Date
ONE ON ONE	United States	87/749,791	01/10/2018	NA	NA
PHYSICAL THERAPY					