

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM474171

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Applegate Recovery, LLC		05/14/2018	Corporation:
RECEIVING PARTY DATA			
Name:	AppleGate Health Services, Inc.		
Street Address:	1720 Lakepointe Drive		
Internal Address:	Suite 117		
City:	Lewisville		
State/Country:	TEXAS		
Postal Code:	75057		
Entity Type:	Corporation: TEXAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85118391	APPLEGATE RECOVERY	
CORRESPONDENCE DATA			
Fax Number:	6175231231		
<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:	617-570-1057		
Email:	jlehrer@goodwinlaw.com, scannon@goodwinlaw.com, patentBos@goodwinlaw.com		
Correspondent Name:	GOODWIN PROCTER LLP		
Address Line 1:	100 NORTHERN AVENUE		
Address Line 4:	BOSTON, MASSACHUSETTS 02210		
ATTORNEY DOCKET NUMBER:	133054/255823		
NAME OF SUBMITTER:	Joel E. Lehrer		
SIGNATURE:	/Joel E. Lehrer/		
DATE SIGNED:	05/16/2018		
Total Attachments: 4			
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OP \$40.00 85118391

TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is made effective this 14th day of May, 2018, by and between Applegate Recovery, LLC, a limited liability company organized and existing under the laws of Louisiana, and having a usual place of business at 1605 Benton Road, Bossier City, LA 71111 ("Assignor") and AppleGate Health Services, Inc., a corporation organized and existing under the laws of Delaware, and having a usual place of business at 1720 Lakepointe Drive, Suite 117, Lewisville, TX 75057 ("Assignee").

WHEREAS, Assignor holds all right, title and interest in and to the trademarks, service marks and trade names set forth on Exhibit A attached hereto and incorporated herein by reference (the "Marks");

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of January 13, 2017 (the "Purchase Agreement"), pursuant to which Assignor transferred, sold and conveyed to Assignee substantially all of the assets of Assignor, including the Marks and the goodwill of the business symbolized thereby;

WHEREAS, Assignor now wishes to assign the Marks to Assignee, and Assignee is desirous of acquiring the Marks from Assignor, together with the goodwill of the business symbolized thereby; and

WHEREAS, Assignor is conveying the Marks to Assignee as part of the transfer of all or substantially all of the assets of a going business.

NOW, THEREFORE, in consideration of the premises set forth above and in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

Assignor does hereby sell, assign, convey and transfer unto Assignee and its successors, assigns and legal representatives, Assignor's entire right, title and interest in and throughout the world in and to the Marks (including any common law rights that may exist and are associated therewith), together with the goodwill of the business symbolized thereby and appurtenant thereto, the same to be held and enjoyed by Assignee, its successors, permitted assigns or legal representatives, together with income, royalties, damages or payments due on or after the date hereof, including, without limitation, all claims for damages or payments by reason of infringement or unauthorized use of the Marks, along with the right to sue for past infringements and collect same for Assignee's sole use and enjoyment.

Assignor does hereby authorize the Director of the United States Patent & Trademark Office, and the empowered official of any U.S. State, or any country or countries foreign to the United States whose duty it is to record trademark registrations, applications and title thereto, to record the Marks and title thereto as the property of Assignee, its successors, assigns or legal representatives in accordance with the terms of this instrument. Assignor hereby warrants that it is the sole owner of the Marks.

To the extent Assignor retains any right, title or interest in or to the Marks that cannot be assigned to Assignee pursuant to this Assignment, then Assignor hereby agrees to waive for all time any claims that Assignor may have concerning the Marks. Assignor shall make no further use of the Marks for its own benefit or the benefit of another, nor shall Assignor challenge Assignee's use of the Marks after the date of this Assignment.

Assignee and Assignor also agree that multiple copies of this Assignment may be executed, each of which shall be deemed an original, and each of which shall be valid and binding upon Assignee and Assignor.

[Remainder of page intentionally left blank]

Trademark Assignment


IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the date first written above.

ASSIGNOR: **APPLEGATE
RECOVERY, LLC**

By:


Name:

Title:


Philip D. Isherwood, MD
MEMBER

NOTARIZATION

On this 2 day of May, 2018, before me, the undersigned Notary Public, personally appeared Philip D. Isherwood, proved to me through satisfactory evidence of identification, which was/were La. Drivers License, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief. The above-indicated individual is duly authorized to execute this document singly on behalf of Assignor and executed this document of his/her own free will.


Signature of Notary

My Commission Expires: End of Life


(Seal)
JAMES A. SCHMALE, NOTARY PUBLIC
NOTARY ID # 133000
CADDOPARISH, LOUISIANA
MY COMMISSION IS FOR LIFE
AS TO SIGNATURE ONLY

ASSIGNEE: **APPLEGATE HEALTH
SERVICES, INC.**

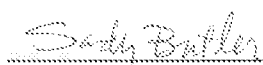
By:

Name:

Title:


David K. White
Vice President

On this 14th day of May, 2008 before me, the undersigned Notary Public, personally appeared David K. White, proved to me through satisfactory evidence of identification, which was/were drivers license, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief. The above-indicated individual is duly authorized to execute this document singly on behalf of Assignee and executed this document of his/her own free will.


Signature of Notary

My Commission Expires: 5.24.2021

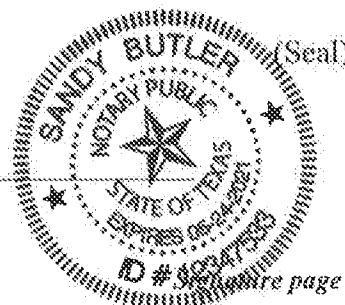



Exhibit A

Marks

<i>Mark</i>	<i>Jurisdiction</i>	<i>Serial No. & Registration No.</i>	<i>Filing Date & Registration Date</i>
		85118391 / 4123886	08/30/2010 / 04/10/2012