

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM484254

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
John Galluci Jr.		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: 5			
Property Type	Number	Word Mark	
Registration Number:	4412150	JAG PEDIATRIC THERAPY	
Registration Number:	4412149	JAG PEDIATRIC THERAPY	
Registration Number:	4041416	JAG PHYSICAL THERAPY	
Registration Number:	3440232	JAG PHYSICAL THERAPY	
Serial Number:	87855405	JAG-ONE PHYSICAL THERAPY	
CORRESPONDENCE DATA			
Fax Number:	7044441111		
<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:	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		

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Total Attachments: 6

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (the "Assignment"), effective as of July 31, 2018 (the "Effective Date"), is entered into by and between **John A. Galluci, Jr.**, (herein referred to as the "Assignor") and **PT Administrative Services LLC**, a Delaware limited liability company (hereinafter referred to as "Assignee") (collectively "the Parties"). 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. Assignment. 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. Governing Law. 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.

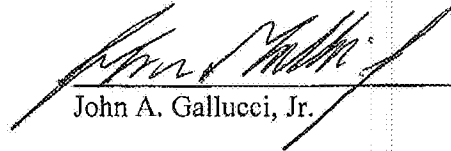
3. Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

4. Counterparts. 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]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed as of the date first above written.

ASSIGNORS:



John A. Gallucci, Jr.

[Signatures Follow on Next Page]

[Signature Page to Intellectual Property Assignment Agreement]

TRADEMARK
REEL: 006417 FRAME: 0444

JAG PHYSICAL THERAPY L.L.C.

By: 

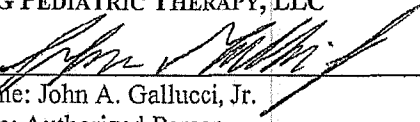
Name: John A. Gallucci, Jr.

Title: Authorized Person

[Signature Page to Intellectual Property Assignment Agreement]

TRADEMARK
REEL: 006417 FRAME: 0445

JAG PEDIATRIC THERAPY, LLC

By: 
Name: John A. Gallucci, Jr.
Title: Authorized Person

[Signatures Follow on Next Page]

[Signature Page to Intellectual Property Assignment Agreement]

TRADEMARK
REEL: 006417 FRAME: 0446

ASSIGNEE:

PT ADMINISTRATIVE SERVICES LLC

By: Brian F. Chambers




Name: Brian F. Chambers

Title: Authorized Person

[Signature Page to Intellectual Property Assignment Agreement]

TRADEMARK
REEL: 006417 FRAME: 0447

SCHEDULE 1
ASSIGNED TRADEMARKS

Mark	Country	Appln. No.	Filing Date	Reg. No.	Reg. Date
JAG PEDIATRIC THERAPY & Design 	United States	85/723,656	09/07/2012	4,412,150	10/01/2013
JAG PEDIATRIC THERAPY	United States	85/723,603	09/07/2012	4,412,149	10/01/2013
JAG PHYSICAL THERAPY & Design 	United States	85/262,070	03/09/2011	4,041,416	10/18/2011
JAG PHYSICAL THERAPY	United States	77/294,294	10/02/2007	3,440,232	06/03/2008
JAG-ONE PHYSICAL THERAPY 	United States	87/855,405	03/29/2018	NA	NA