

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM482944

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sage Hospice, LLC		07/16/2018	Limited Liability Company: ARIZONA
RECEIVING PARTY DATA			
Name:	Sage Hospice Holdings, L.L.C.		
Street Address:	500 Boylston Street		
Internal Address:	20th Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02116		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5140501	SAGE HOSPICE	
Registration Number:	5140502	SAGE HOSPICE & PALLIATIVE CARE	
CORRESPONDENCE DATA			
Fax Number:	2128055571		
<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:	212.801.2256		
Email:	schlossd@gtlaw.com		
Correspondent Name:	Daniel I. Schloss		
Address Line 1:	Greenberg Traurig, LLP		
Address Line 2:	200 Park Avenue, 38th Floor		
Address Line 4:	New York, NEW YORK 10166-0005		
ATTORNEY DOCKET NUMBER:	167001.010400		
NAME OF SUBMITTER:	Daniel I. Schloss		
SIGNATURE:	/Daniel I. Schloss/		
DATE SIGNED:	07/23/2018		
Total Attachments: 7			
source=Sage Assignment#page1.tif			

CH \$65.00 5140501

source=Sage Assignment#page2.tif

source=Sage Assignment#page3.tif

source=Sage Assignment#page4.tif

source=Sage Assignment#page5.tif

source=Sage Assignment#page6.tif

source=Sage Assignment#page7.tif

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT, (this "Assignment"), is entered into as of July 16, 2018, by and between Sage Hospice, LLC, an Arizona limited liability company, maintaining its principal offices at 5111 N. Scottsdale Road, Suite 204, Scottsdale, AZ 85250 ("Assignor"), and Sage Hospice Holdings, L.L.C., a Delaware limited liability company, maintaining its principal offices at 500 Boylston Street, 20th Floor Boston, MA 02116 ("Assignee"). Capitalized terms used herein but not otherwise defined herein shall have the meanings set forth in the Purchase Agreement (as defined below).

A. Assignor is the owner of all right, title, and interest in, to, and under each of the issued trademarks set forth on Schedule A hereto (the "Trademarks").

B. Assignor, together with Sage Hospice S. Corp., A Servant's Heart Hospice, L.L.C. d/b/a Sage Hospice, A Servant's Heart Palliative and Nursing, LLC and Tiana Zang, on the one hand, and Assignee, on the other hand, have entered into that certain Equity Interest Purchase Agreement, dated as of June 13, 2018 (the "Purchase Agreement"), pursuant to which, among other things, Sellers agreed to sell to Assignee the Acquired Equity Interests.

C. In connection with, and at the Closing of, the Transaction, Assignor wishes to sell, convey, transfer, assign and deliver to Assignee all of its right, title and interest in, to and under the Trademarks, and Assignee wishes to purchase, acquire and accept from Assignor such Trademarks.

D. The execution and delivery of this Assignment by Assignor and Assignee is a condition to the obligations of the Parties to consummate the Transaction.

E. The execution and delivery of this Assignment is not intended to and does not limit the rights, obligations or assignments agreed to in the Purchase Agreement.

NOW, THEREFORE, in consideration of the foregoing premises, the Parties entering into the Purchase Agreement, the amounts payable by Assignee thereunder and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Effective upon the Closing of the Transaction, Assignor hereby sells, conveys, transfers, assigns and delivers to Assignee all of Assignor's right, title, and interest in, to and under the Trademarks, together with the goodwill of the business symbolized by the Trademarks, including (a) the right to sue at law or in equity for past, present and future infringements thereof, including, without limitation, the right to receive profits, damages, costs, expenses (including attorneys' fees) and all other proceeds therefrom, and (b) any and all rights to obtain renewals or registrations or other legal protections pertaining to the Trademarks.

2. This Assignment is intended only to document the assignment of the Trademarks to Assignee, and that the Purchase Agreement is the exclusive source of the agreement and understanding among the Parties respecting the Trademarks. To the extent any term or provision herein is inconsistent with the Purchase Agreement, the terms and provisions of the Purchase Agreement shall control.

3. Assignor hereby covenants and agrees that, at any time on or after the date of this Assignment, at Buyer Parent's or Assignee's reasonable written request, Assignor will timely execute and deliver any additional documents and perform such additional acts necessary or desirable to Assignee for the purpose of recording, confirming, or perfecting the interest of Assignee, its successors, legal representatives and assigns, in and to the Trademarks.

4. This Assignment, and all the terms and provisions hereof, shall be binding upon Assignor and its respective successors and permitted assigns.

5. If any term or other provision of this Assignment is adjudicated to be invalid or unenforceable, all other terms and provisions of this Assignment shall remain in full force and effect to the greatest extent possible.

6. This Assignment will be governed by and construed in accordance with the Applicable Laws of the State of Delaware without regard to principles of conflicts of law (whether of the State of Delaware or any other jurisdiction) that would cause the application of the Applicable Laws of any jurisdiction other than the State of Delaware.

7. Nothing contained in this Assignment shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge, reduce or in any way affect the provisions, including the representations, warranties, covenants, obligations, agreements, terms and conditions, set forth in the Purchase Agreement, or in general any of the rights and remedies of the Parties thereunder or with respect thereto.

8. This Assignment may be executed by the parties hereto in one or more counterparts (including by means of facsimile), each of which shall be deemed an original but all of which together will constitute one and the same instrument.

[Signature Page Follows.]

IN WITNESS WHEREOF each of Assignor and Assignee has caused this Assignment to be executed by its duly authorized representative.

Assignor:

SAGE HOSPICE, LLC

By: Tiana Zang
Name: Tiana Zang
Title: Authorized Representative

Assignee:

SAGE HOSPICE HOLDINGS, L.L.C.

By: _____
Name: Scott Johnson
Title: President

[Signature Page to Trademark Assignment]

IN WITNESS WHEREOF each of Assignor and Assignee has caused this Assignment to be executed by its duly authorized representative.

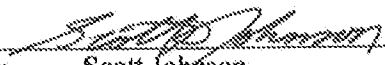
Assignor:

SAGE HOSPICE, LLC

By: _____
Name: Tiana Zang
Title: Authorized Representative

Assignee:

SAGE HOSPICE HOLDINGS, L.L.C.


By:  _____
Name: Scott Johnson
Title: President

[Signature Page to Trademark Assignment]

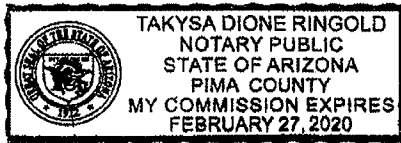
STATE OF ARIZONA)
COUNTY OF MARICOPA) ss.

On the 15th day of July in the year 2018, before me, the undersigned notary public, personally appeared Tiana Zang, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Given under my hand and seal of office this 15th day of July, 2018.

 Notary Public
Notary Public

My Commission Expires: 02/27/2020

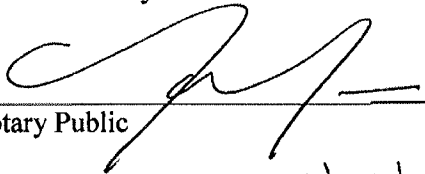


[Signature Page to Trademark Assignment]

STATE OF Massachusetts)
) ss.
COUNTY OF Suffolk)

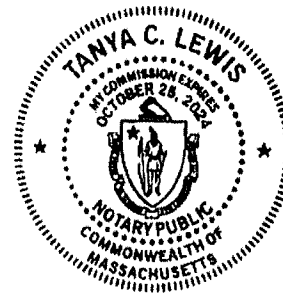
On the 6th day of July in the year 2018, before me, the undersigned notary public, personally appeared Scott Johnson, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Given under my hand and seal of office this 12th day of July, 2018.




Notary Public

My Commission Expires: 10/28/2024



[Signature Page to Trademark Assignment]

**Schedule A
Trademark**

Marks	Description Of Goods	Registration No. and Date of Registration	Serial No.
SAGE HOSPICE	US 100 101 -- International Class 044	5,140,501 2/14/2017	87/066,686
	US 100 101 -- International Class 044	5,140,502 2/14/2017	87/066,692