# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM497325

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

#### **CONVEYING PARTY DATA**

| Name                   | Formerly | Execution Date | Entity Type           |
|------------------------|----------|----------------|-----------------------|
| Aramark Services, Inc. |          | 11/06/2018     | Corporation: DELAWARE |

#### **RECEIVING PARTY DATA**

| Name:           | Aramark Healthcare Technologies, LLC |  |
|-----------------|--------------------------------------|--|
| Street Address: | 1101 Market Street                   |  |
| City:           | Philadelphia                         |  |
| State/Country:  | PENNSYLVANIA                         |  |
| Postal Code:    | 19107                                |  |
| Entity Type:    | Limited Liability Company: DELAWARE  |  |

#### **PROPERTY NUMBERS Total: 2**

| Property Type        | Number  | Word Mark                   |
|----------------------|---------|-----------------------------|
| Registration Number: | 5429459 | REMEDPAR POWERED BY ARAMARK |
| Registration Number: | 5326790 | REMEDPAR                    |

## CORRESPONDENCE DATA

Fax Number: 3128622200

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: 312 862-3815

Email: michelle.foy@kirkland.com

Michelle Foy, Kirkland & Ellis LLP **Correspondent Name:** 

Address Line 1: 300 North LaSalle

Address Line 4: Chicago, ILLINOIS 60654

| ATTORNEY DOCKET NUMBER: | 26110-4        |
|-------------------------|----------------|
| NAME OF SUBMITTER:      | Michelle Foy   |
| SIGNATURE:              | /Michelle Foy/ |
| DATE SIGNED:            | 11/07/2018     |

### **Total Attachments: 3**

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> **TRADEMARK** REEL: 006477 FRAME: 0921

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#### Trademark Assignment Agreement

This TRADEMARK ASSIGNMENT AGREEMENT (this "<u>Assignment</u>"), effective November 6, 2018, is made and entered into by and between ARAMARK SERVICES, INC., an Delaware corporation ("<u>Assignor</u>"), and ARAMARK HEALTHCARE TECHNOLOGIES, LLC, an Delaware limited liability company ("<u>Assignee</u>") (each a "<u>Party</u>," and collectively, the "<u>Parties</u>").

WHEREAS, Assignor is the owner of all right, title and interest in, to and under the U.S. trademark registrations set forth on <u>Schedule A</u> hereto (the "<u>Assigned Trademarks</u>");

WHEREAS, Assignor wishes to assign, transfer, convey, and sell to Assignee all of its right, title and interest in, to and under the Assigned Trademarks;

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

- Assignee, all of Assignor's right, title and interest in and to the Assigned Trademarks, including any registrations, applications, renewals and extensions therefor, and together with the goodwill symbolized thereby and all common-law rights related thereto and all other corresponding rights that are or may be secured under the laws of the United States, now or hereafter in effect, together with the right to sue and recover damages for past, present or future infringements or other unauthorized use of the Assigned Trademarks. Assignee, its successors, assigns or other legal representatives shall hold the rights to the foregoing for and during the existence of such Assigned Trademarks, as fully and as entirely as the same would have been held and enjoyed by Assignor, its successors, assigns or other legal representatives, had this Assignment not been made. The foregoing assignment is made without any representations, warranties or indemnities, express or implied, with respect to the Assigned Trademarks.
- 2. <u>Further Assurances; Recordation.</u> Assignor shall, at the reasonable request and expense of Assignee, execute and deliver any further documents and take any further actions that may be reasonably necessary or desirable to assist Assignee in obtaining, perfecting and recording the assignment, transfer and conveyance in Section 1. Assignee hereby authorizes and requests that the Commissioner for Trademarks of the United States Patent and Trademark Office record this Assignment.
- 3. <u>Assignment</u>. The terms and conditions of this Assignment shall inure to the benefit of Assignee, its successors, assigns and other legal representatives, and shall be binding upon Assignor, its successors, assigns and other legal representatives.
- 4. <u>Governing Law</u>. Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Agreement shall be governed in all respects by the laws of the State of New York, without reference to the choice of law or conflicts of law principles thereof that would result in the application of the laws of any other jurisdiction.
- 5. <u>Counterparts</u>. This Assignment may be executed in counterparts, and facsimile or PDF signatures shall serve as originals to bind the Parties.

[Remainder of page intentionally left blank. Signature pages follow]

TRADEMARK REEL: 006477 FRAME: 0922

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

ARAMARK SERVICES, INC., as Assignor

Name://Jame/J. Tarangelo
Title: Vice President and Treasurer

ARAMARK HEALTHCARE TECHNOLOGIES, LLC, as

Assignee

Name://ames/l. Tarangelo

Title: Freasurer

# SCHEDULE A

| <u>Trademark</u> | <b>Application</b> | <b>Application</b> | Registration | Registration |
|------------------|--------------------|--------------------|--------------|--------------|
|                  | <u>No.</u>         | <u>Date.</u>       | <u>No.</u>   | <u>Date</u>  |
| REMEDPAR         | 87294083           | 09-JAN-            | 5429459      | 20-MAR-      |
| POWERED BY       |                    | 2017               |              | 2018         |
| ARAMARK          |                    |                    |              |              |
| re//par          |                    |                    |              |              |
| REMEDPAR         | 87190823           | 03-OCT-            | 5326790      | 07-NOV-      |
|                  |                    | 2016               |              | 2017         |

**RECORDED: 11/07/2018** 

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