

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM501426

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bayada Home Health Care, Inc.		12/10/2018	Corporation: PENNSYLVANIA

RECEIVING PARTY DATA

Name:	Bayada Health, LLC
Street Address:	1 West Main Street
City:	Moorestown
State/Country:	NEW JERSEY
Postal Code:	08057
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	5006782	THE BAYADA WAY COMPASSION.EXCELLENCE.REL
Registration Number:	5002350	BAYADA HOME CARE
Registration Number:	4926180	BAYADABILITY
Registration Number:	1297195	BAYADA
Registration Number:	4300179	BAYADA HABILITATION A SPECIALTY OF BAYAD
Registration Number:	4179421	BAYADA HOME HEALTH CARE
Registration Number:	4303836	BAYADA HOSPICE A SPECIALTY OF BAYADA HOM
Registration Number:	4209265	BAYADA PEDIATRICS A SPECIALTY OF BAYADAH
Registration Number:	4179500	BAYADA STAFFING
Registration Number:	4383131	HOME INTENSIVE CARE UNIT (HICU)

CORRESPONDENCE DATA

Fax Number:

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: 856-673-3919

Email: ksherlock@archerlaw.com

Correspondent Name: Kate A. Sherlock

Address Line 1: One Centennial Sq.

CH \$265.00 5006782

Address Line 4: Haddonfield, NEW JERSEY 08033

NAME OF SUBMITTER: Kate A. Sherlock

SIGNATURE: /Kate A. Sherlock/

DATE SIGNED: 12/10/2018

Total Attachments: 5

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT, effective as of the 10th day of December 2018 (the “**Assignment**”), by and between BAYADA Home Health Care, Inc., a Pennsylvania corporation (“**BHHC**” or “**Assignor**”), and BAYADA Health, LLC, a Delaware limited liability company (“**BHLLC**” or “**Assignee**”), collectively “the **Parties**.”

WHEREAS Assignor is desirous of assigning to Assignee all right, title, and interest to the trademarks set forth in Exhibit A attached hereto, including, without limitation, all goodwill associated therewith (the “**Marks**”) and all right, title and interest in and to certain materials that have been registered with the United States Copyright Office, as set forth in Exhibit B hereto (the “**Copyrights**”), together with all goodwill arising from or relating thereto;

WHEREAS, Assignee is desirous of acquiring from Assignor all rights in and to the Marks and the Copyrights.

NOW, THEREFORE, in consideration of the covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties agree as follows:

1. Assignments.

(a) Trademark Assignment. Assignor hereby irrevocably conveys, transfers, assigns, and delivers unto Assignee, absolutely and forever, the entire right, title, and interest in the United States and throughout the world, in and to the Marks, including any corresponding trade dress, corporate names, trade names, or social media pages incorporating the Marks, whether statutory or at common law, together with all goodwill arising from or related to the business symbolized by the Marks, the same to be held and enjoyed by Assignee for its own use and enjoyment, and for the use and enjoyment of its licensees, successors, assigns, and/or other legal representatives, including the right to sue for and receive all damages accruing from past, present and future infringement of the Marks, to be used as fully and entirely as such rights would have been held and enjoyed by Assignor had this Assignment not been made. Assignor hereby represents and warrants to Assignee that it has the full right to convey the Marks herein assigned, the Marks do not infringe any third party’s rights, and there are no known infringements of the Marks by any third party. Assignor further covenants that it will not execute any agreement in conflict with this Assignment.

(b) Copyright Assignment. Assignor hereby sells, assigns, grants, and delivers to Assignee the entire right, title, and interest of every kind and nature whatsoever of Assignor, if any, in and to the Copyrights, including: (a) all rights of Assignor, if any, to obtain registrations, renewals, and extensions of the Copyrights, individually or collectively, that may be secured under the laws now or hereafter in force and effect in the United States, or in any other country or countries; and (b) all rights of Assignor, if any, to sue for all past infringements of the Copyrights, both at common law and under the statutes of the United States or any other country. Assignor does further consent to the recordation of this Assignment with any governmental agency.

2. Recordation.

(a) Trademark Recordation. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States of America, or with respect to any foreign trademarks or service marks or applications or registrations for such marks the foreign equivalent as the case may be, to record Assignee as owner of the Marks and to issue any and all registrations, including renewals thereof, to Assignee, its successors, assigns, nominees or other legal representatives.

(b) Copyright Recordation. Assignor hereby authorizes and requests the United States Copyright Office, or with respect to any foreign Copyrights, if any, the foreign equivalent as the case may be, to record Assignee as owner of the Copyrights and to issue any and all registrations, including renewals thereof, to Assignee, its successors, assigns, nominees or other legal representatives.

Assignor hereby constitutes and appoints Assignee as its true and lawful attorney-in-fact with full power of substitution, in Assignor's names and stead, to take all steps necessary to enforce any claim or right to take applications, registrations, renewals and extensions related to the Marks.

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ASSIGNOR:

BAYADA Home Health Care, Inc.

By: J. Mark Baiada

Name: J. Mark Baiada, Chairman

Date:

ASSIGNEE:

BAYADA Health, LLC

By: J. Mark Baiada

Name: J. Mark Baiada, Manager

Date:

EXHIBIT A

TRADEMARK REGISTRATIONS

Mark	U.S. Registration Number
THE BAYADA WAY COMPASSION. EXCELLENCE.RELIABILITY.	5006782
BAYADA HOME CARE	5002350
BAYADABILITY	4926180
BAYADA	1297195
BAYADA HABILITATION A SPECIALTY OF BAYADA HOME HEALTH CARE	4300179
BAYADA HOME HEALTH CARE	4179421
BAYADA HOSPICE A SPECIALITY OF BAYADA HOME HEALTH CARE	4303836
BAYADA PEDIATRICS A SPECIALTY OF BAYADAHOME HEALTH CARE	4209265
BAYADA STAFFING	4179500
HOME INTENSIVE CARE UNIT (HICU)	4383131

EXHIBIT B

COPYRIGHT REGISTRATIONS

Title	Copyright Number
Bayada Nurses.	TX0005293184
Bayada Nurses admission booklet: home care specialists.	TX0005998495
Bayada Nurses Heart failure Evidence-Based Standards of Care Booklet.	TX0007381100
Bayada Nurses, home health care specialists, admission booklet for medicare certified home health services.	TX0005900580
Bayada Nurses pediatric education & preceptor program (PEPP)	TX0005264195
Bayada Nurses: pediatric home care program.	TX0005279872
Bayada Nurses pediatric tracheostomy/ventilator care training project	TX0005264194
Bayada Nurses—skilled, caring, reliable.	TX0005296783
Bayada University care of a child with a tracheostomy	PA0001221342
Bayada University care of a child with mechanical ventilation	PA0001221344
Bayada University care of an adult with a tracheostomy	PA0001221346
Bayada University care of an adult with mechanical ventilation	PA0001221347
Bayada University introduction to self-directed learning and the clinical learning system.	TX0005923165
Bayada Way.	TX0007208288
Bayada Way of Operating an Office: Hourly Skilled and Personal Care Offices.	TX0007381097
Orientation Guide for field employees	TX0005137877
Staying Healthy: A Guide to Infection Control	TX0007474912
BAYADA: 40 Years of Compassion, Excellence, and Reliability	TX0008136706

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