

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM514034

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Boom Brands, LLC		04/02/2018	Limited Liability Company: ARIZONA
RECEIVING PARTY DATA			
Name:	Synergy HomeCare Franchising, LLC		
Street Address:	1757 E Baseline Rd		
Internal Address:	Ste 124 Bldg 6		
City:	Gilbert		
State/Country:	ARIZONA		
Postal Code:	85233		
Entity Type:	Limited Liability Company: ARIZONA		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	4258131	ARMS AROUND FAMILY CAREGIVERS	
Registration Number:	5342313	CARE IN THE TIME OF CRISIS	
Registration Number:	5318526	PROMISE TEAM	
Registration Number:	4533538	SYNERGY 360°	
Registration Number:	3066796	SYNERGY HOMECARE	
Registration Number:	4147375	SYNERGY HOMECARE	
Registration Number:	2958593	SYNERGY HOMECARE	
Registration Number:	4702669	SYNERGY HOMECARE	
Registration Number:	4643625	SYNERGY HOMECARE C.A.R.E. TEAM COORDINAT	
Serial Number:	87604733	CARE FOR EVERYONE	
Serial Number:	87496854	SENIOR SELFIE	
CORRESPONDENCE DATA			
Fax Number:	3129847700		
<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:	312-372-2000		
Email:	jmikulina@mwe.com, zbeal@mwe.com, ipdocketchicago@mwe.com		
Correspondent Name:	Jennifer M. Mikulina		

CH \$290.00 4258131

Address Line 1: 444 West Lake Street, Suite 4000
Address Line 4: Chicago, ILLINOIS 60606-0029

NAME OF SUBMITTER: Jennifer M. Mikulina

SIGNATURE: /Jennifer M. Mikulina/

DATE SIGNED: 03/13/2019

Total Attachments: 6

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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Trademark Assignment") is effective as of April 2, 2018.

WHEREAS, Boom Brands, LLC, an Arizona limited liability company (the "Assignor"), located at 1757 E Baseline Rd Ste 124 Bldg 6, Gilbert, AZ 85233, is the owner of the trademarks set forth on Schedule A hereto, together with the goodwill associated therewith (the "Trademarks");

WHEREAS, the Trademarks are used under license from Boom Brands, LLC to Synergy Homecare Franchising, LLC, an Arizona limited liability company and direct or indirect wholly-owned subsidiary of the Assignor located at 1757 E Baseline Rd Ste 124 Bldg 6, Gilbert, AZ 85233 (the "Assignee");

WHEREAS, in connection with the transfer of all the units of Assignee in connection with the Unit Purchase Agreement, effective as of the same date as this Trademark Assignment, among Synergy HomeCare Holdings, LLC, Synergy Acquisition, LLC, Boom Holdco, Inc, Assignor, Peter Tourian, and the Assignee, the Assignor has agreed to transfer all of its right, title and interest in and to the Trademarks to the Assignee, and the Assignee has agreed to accept such assignment; and

WHEREAS, the parties wish to herein memorialize said assignment, transfer and sale of the Assignor's right, title and interest in and to the Trademarks to the Assignee.

NOW, THEREFORE, in consideration of the above recitals and the promises set forth below, the receipt and legal sufficiency of which is hereby acknowledged, the Assignor and the Assignee agree as follows:

1. On the date hereof and immediately prior to the Closing (as defined in and contemplated by the Purchase Agreement, dated as of the date hereof, by and among the Assignor, the Assignee and the other parties thereto), the Assignor hereby conveys, assigns, sells and transfers to the Assignee, its successors and permitted assigns, the Assignor's entire right, title and interest in and to the Trademarks, and all of the goodwill associated with the Trademarks, together with that portion of the business to which the Trademarks pertain, and all registrations and pending applications for the Trademarks, any renewals of the registrations, in all countries throughout the world, to be held and enjoyed by the Assignee for its own use and benefit and for the use and benefit of its subsidiaries, successors, assigns and legal representatives, for the full extent of the life and/or term of the Trademarks, as applicable, to be used as fully and entirely as such rights would have been held and enjoyed by the Assignor had this Trademark Assignment not been made, together with all causes of action for any and all previously occurring infringement of the rights being assigned and the rights to receive and retain the proceeds relating to those infringements.

2. Assignor owns and has a bona fide intent to use the trademarks or service marks applied for on an Intent-to-Use basis (the "**ITU Marks**") in interstate commerce. The Assignee is acquiring the business of the Assignor in connection with which the Assignor has a bona fide intent to use each ITU Mark and associated pending Application. The Assignor transfers and

assigns to the Assignee all of the Assignor's right, title and interest in and to the ITU Marks, together with all associated good will and all related rights, with that portion of the Assignor's business in connection with which it has a bona fide intent to use the ITU Marks.

3. The Assignor agrees to execute further papers (including, without limitation, the execution and delivery of any and all affidavits, declarations, exhibits, specimens, assignments, powers of attorney, or other documentation) reasonably requested by the Assignee, and to do such other acts as may be reasonably necessary or requested by the Assignee, to vest full title in and to the Trademarks in the Assignee or that may otherwise be necessary to obtain, renew, issue or enforce the Trademarks. This Trademark Assignment shall be binding upon and shall inure to the benefit of the respective successors and permitted assigns of the Assignor and the Assignee.

4. Each party hereto hereby represents and warrants that it has the power and authority to execute, deliver, and perform its obligations under this Trademark Assignment and that neither the execution nor delivery of this Trademark Assignment nor the performance of its obligations hereunder will constitute a breach of the terms or provisions of any contract or violate the rights of any third party.

5. This Trademark Assignment may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement, and shall become binding when one or more counterparts have been signed by each of the parties hereto and delivered to the Assignor and the Assignee. Delivery of an executed counterpart of a signature page to this Trademark Assignment by electronic transmission (including email or facsimile) shall be as effective as delivery of a manually executed counterpart of this Trademark Assignment.

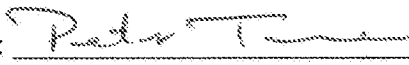
6. No waiver, modification or change of any of the provisions of this Trademark Assignment shall be valid unless in writing and signed by the party against whom such claimed waiver, modification or change is sought to be enforced.

[Signature page follows]

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Trademark Assignment to be executed as of the date first set forth above.

ASSIGNOR:

Boom Brands, LLC

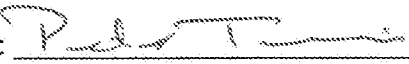
By: 

Name: Peter Tourian

Title: Chief Executive Officer

ASSIGNEE:

Synergy HomeCare Franchising, LLC




By: 

Name: Peter Tourian

Title: Chief Executive Officer









SCHEDULE A

U.S. Trademarks:

Trademark	Application Number (Application Date)	Registration Number (Registration Date)	Owner
ARMS AROUND FAMILY CAREGIVERS	85/110,594 (August 18, 2010)	4,258,131 (December 11, 2012)	Boom Brands, LLC
CARE FOR EVERYONE	87/604,733 (September 12, 2017)	Not available	Boom Brands, LLC
CARE IN THE TIME OF CRISIS	87/213,045 (October 24, 2016)	5,342,313 (November 21, 2017)	Boom Brands, LLC
PROMISE TEAM	87/213,039 (October 24, 2016)	5,318,526 (October 24, 2017)	Boom Brands, LLC
SENIOR SELFIE	87/496,854 (June 20, 2017)	Not available	Boom Brands, LLC
SYNERGY 360°	86/087,881 (October 10, 2014)	4,533,538 (May 20, 2014)	Boom Brands, LLC
SYNERGY HOMECARE	78/451,916 (July 16, 2004)	3,066,796 (March 7, 2006)	Boom Brands, LLC
SYNERGY HOMECARE	85/160,238 (October 25, 2010)	4,147,375 (May 22, 2012)	Boom Brands, LLC
SYNERGY HOMECARE and Heart Design 	78/326,779 (November 12, 2003)	2,958,593 (May 31, 2005)	Boom Brands, LLC
SYNERGY HOMECARE and Left Design 	86/254,972 (April 17, 2014)	4,702,669 (March 17, 2015)	Boom Brands, LLC
SYNERGY HOMECARE C.A.R.E. TEAM COORDINATED AND RESPONSIVE ENGAGEMENT and Color Design 	86/087,885 (October 10, 2013)	4,643,625 (November 25, 2014)	Boom Brands, LLC
PROMISE TEAM	Unknown (Oklahoma State Registration)	12575541 (September 2, 2016)	Boom Brands, LLC

Foreign Trademark Registrations:

Mark	Jurisdiction	Registration Number	Registration Date	Owner Name
SYNERGY HOMECARE	Antigua and Barbuda	IR 1036961	April 14, 2010	Boom Brands, LLC
SYNERGY HOMECARE	Armenia	IR 1036961	April 14, 2010	Boom Brands, LLC
SYNERGY HOMECARE	Australia	1232016	April 28, 2009	Boom Brands, LLC

Mark	Jurisdiction	Registration Number	Registration Date	Owner Name
SYNERGY HOMECARE and Heart Design 	Australia	1232017	April 28, 2009	Boom Brands, LLC
SYNERGY HOMECARE and Left Heart Design	Australia	IR 1267258	July 15, 2015	Boom Brands, LLC
SYNERGY HOMECARE	Canada	TMA767,666	May 21, 2010	Boom Brands, LLC
SYNERGY HOMECARE	Canada	TMA960,818	January 18, 2017	Boom Brands, LLC
SYNERGY HOMECARE and Heart Design 	Canada	TMA767,638	May 21, 2010	Boom Brands, LLC
SYNERGY HOMECARE	European Union	IR 1036961	April 14, 2010	Boom Brands, LLC
SYNERGY HOMECARE and Left Heart Design 	European Union	IR 1267258	July 15, 2015	Boom Brands, LLC
SYNERGY HOMECARE	Japan	IR 1036961	April 14, 2010	Boom Brands, LLC
SYNERGY HOMECARE and Left Heart Design 	Japan	IR 1267258	July 15, 2015	Boom Brands, LLC
SYNERGY HOMECARE	Monaco	IR 1036961	April 14, 2010	Boom Brands, LLC
SYNERGY HOMECARE	New Zealand	IR 1265156 (1027504)	July 17, 2015	Boom Brands, LLC
SYNERGY HOMECARE and Left Heart Design 	New Zealand	IR 1267258 (1029213)	July 15, 2015	Boom Brands, LLC
SYNERGY HOMECARE	Norway	IR 1036961	April 14, 2010	Boom Brands, LLC
SYNERGY HOMECARE and Left Heart Design 	Norway	IR 1267258	July 15, 2015	Boom Brands, LLC
SYNERGY HOMECARE	Russian Federation	IR 1036961	April 14, 2010	Boom Brands, LLC
SYNERGY HOMECARE	Singapore	IR 1036961	April 14, 2010	Boom Brands, LLC
SYNERGY HOMECARE and Left Heart Design 	Singapore	IR 1267258	July 15, 2015	Boom Brands, LLC
SYNERGY HOMECARE	Switzerland	IR 1036961	April 14, 2010	Boom Brands, LLC
SYNERGY HOMECARE and Left Heart Design 	Switzerland	IR 1267258	July 15, 2015	Boom Brands, LLC
SYNERGY HOMECARE	Ukraine	IR 1036961	April 14, 2010	Boom Brands, LLC

Foreign Trademark Applications:

Mark	Jurisdiction	Application Serial Number	Application Date	Owner Name
SYNERGY HOMECARE and Left Heart Design	Canada	1,737,674	July 16, 2015	Boom Brands, LLC
SYNERGY	European Union	016966343	July 10, 2017	Boom Brands, LLC