

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM551739

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ZT Wealth, LLC		10/25/2019	Limited Liability Company: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Envoy Hospice, LLC		
<b>Street Address:</b>	c/o Care Hospice, Inc. - 500 Faulconer Drive		
<b>Internal Address:</b>	Suite 200		
<b>City:</b>	Charlottesville		
<b>State/Country:</b>	VIRGINIA		
<b>Postal Code:</b>	22903		
<b>Entity Type:</b>	Limited Liability Company: TEXAS		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4390403	ALTUS HOSPICE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9498519348		
<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>			
<b>Phone:</b>	9498510633		
<b>Email:</b>	ipdocketorangecounty@mwe.com		
<b>Correspondent Name:</b>	Sarah E. Bro - McDermott Will & Emery		
<b>Address Line 1:</b>	18565 Jamboree Road, Suite 250		
<b>Address Line 4:</b>	Irvine, CALIFORNIA 92612		
<b>ATTORNEY DOCKET NUMBER:</b>	090441.0117		
<b>NAME OF SUBMITTER:</b>	Sarah E. Bro		
<b>SIGNATURE:</b>	/sarah e. bro/		
<b>DATE SIGNED:</b>	12/03/2019		
<b>Total Attachments: 5</b>			
source=Care Hospice_Altus Hospice - Trademark Assignment Agreement - ZT Wealth (Executed)#page1.tif			
source=Care Hospice_Altus Hospice - Trademark Assignment Agreement - ZT Wealth (Executed)#page2.tif			
source=Care Hospice_Altus Hospice - Trademark Assignment Agreement - ZT Wealth (Executed)#page3.tif			

CH \$40.00 4390403

source=Care Hospice\_Altus Hospice - Trademark Assignment Agreement - ZT Wealth (Executed)#page4.tif  
source=Care Hospice\_Altus Hospice - Trademark Assignment Agreement - ZT Wealth (Executed)#page5.tif

## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Trademark Assignment") is effective as of October 25, 2019 and is between ZT Wealth, LLC, a Texas limited liability company (the "Assignor"), and Envoy Hospice, LLC, a Texas limited liability company (the "Assignee").

**WHEREAS**, the Assignor is the owner of the trademarks set forth on Schedule A hereto, together with the goodwill of the business associated therewith (referred to as the "Marks");

**WHEREAS**, in connection with the transactions contemplated under that certain Asset Purchase Agreement dated as of the date hereof, by and among one or more affiliates of Assignor, Assignee, and certain other parties thereto (the "Purchase Agreement"), the Assignor has agreed to transfer all of his right, title and interest in and to the Marks to the Assignee; and

**WHEREAS**, the Assignor desires to assign all of its right, title and interest in and to the Marks to the Assignee and the Assignee desires to acquire the Marks.

**NOW, THEREFORE**, in furtherance of the transactions contemplated by the Purchase Agreement and the related agreements and for good and valuable consideration, the receipt and sufficiency of which being hereby acknowledged and agreed, the Assignor and the Assignee hereby agree as follows:

1. The Assignor does hereby irrevocably sell, assign, transfer, convey and deliver to the Assignee, its successors and permitted assigns all of the Assignor's right, title and interest, in and to the Marks, and all of the goodwill of the business associated with the Marks, together with that portion of Assignor's business to which the Marks pertain, and all registrations and pending applications for the Marks, any renewals of the registrations, in all countries throughout the world, for the Assignee's own use and enjoyment, and for the use and enjoyment of the Assignee's successors, assigns, heirs or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this Trademark Assignment had not been made together with all causes of action for any and all previously occurring infringement of the rights being assigned and the right to receive and retain the proceeds relating to those infringements.

2. The Assignor hereby requests the Commissioner for Trademarks at the United States Patent and Trademark Office (the "Commissioner"), as well as his or her counterparts at the corresponding entities or agencies in any country or jurisdiction that may exercise authority over the Marks, record this Trademark Assignment. The Assignor hereby further requests the Commissioner and his or her non-US counterparts issue any and all trademark registrations resulting from applications among the Marks or derived therefrom to the Assignee as assignee of the entire interest therein.

3. This Trademark Assignment is in all respects subject to the provisions of the Purchase Agreement and the related agreements and is not intended in any way to supersede, limit, qualify or expand any provision of the Purchase Agreement or the related agreements.

4. The Assignor and the Assignee further agree to execute such additional documents from time to time after the date hereof at the request of the other party as may be reasonably necessary to carry out the purpose of this Trademark Assignment.

5. This Trademark Assignment may be executed in any number of counterparts (including by means of facsimile, electronic signature and electronically transmitted portable document format (.pdf) signature pages), each of which shall be an original but all of which together shall constitute one and the same instrument.

6. THIS TRADEMARK ASSIGNMENT IS GOVERNED BY THE LAWS OF THE STATE OF DELAWARE, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.

7. No amendment of any provision of this Trademark Assignment shall be valid unless the same shall be in writing and signed by the Assignor and the Assignee. No waiver by any party of any provision of this Trademark Assignment or any default or breach of covenant hereunder, whether intentional or not, shall be valid unless the same shall be in writing and signed by the party against whom the waiver is to be effective nor shall such waiver be deemed to extend to any prior or subsequent default or breach of covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

8. This Trademark Assignment shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors, assigns and heirs.

[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:**

ZT WEALTH, LLC

By: 

Name: Taseer A. Badar

Title: Chief Executive Officer

**ASSIGNEE:**

ENVOY HOSPICE, LLC

By: \_\_\_\_\_

Name: J. Brad Hunter

Title: Chief Executive Officer

[Signature Page to Trademark Assignment]

**TRADEMARK**  
**REEL: 006807 FRAME: 0916**

**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:**

ZT WEALTH, LLC

By: \_\_\_\_\_  
Name: Taseer A. Badar  
Title: Chief Executive Officer

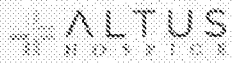
**ASSIGNEE:**

ENVOY HOSPICE, LLC

By: J. Brad Hunter  
Name: J. Brad Hunter  
Title: Chief Executive Officer

**Schedule A**

**Trademarks**

<b>Trademark</b>	<b>Services</b>	<b>USPTO Reg. or App. No.</b>
ALTUS HOSPICE and Design  	Hospices, Class 44	4390403