

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM563453

<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>
HCR Healthcare, LLC		02/01/2020	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Milestone Staffing, Inc.		
<b>Street Address:</b>	275 West Campbell Road, Suite #300		
<b>City:</b>	Richardson		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75080		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3885115	MILESTONE HEALTHCARE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	5616596313		
<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>	561-653-5000		
<b>Email:</b>	angela.martin@akerman.com		
<b>Correspondent Name:</b>	AKERMAN LLP		
<b>Address Line 1:</b>	777 S. Flagler Dr., Ste. 1100 West Tower		
<b>Address Line 4:</b>	West Palm Beach, FLORIDA 33401		
<b>ATTORNEY DOCKET NUMBER:</b>	0356738		
<b>NAME OF SUBMITTER:</b>	Alissa Pohlman		
<b>SIGNATURE:</b>	/Alissa Pohlman/		
<b>DATE SIGNED:</b>	02/24/2020		
<b>Total Attachments: 6</b>			
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## TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("**Trademark Assignment**"), dated as of January 31, 2020 and effective as of 12:01 a.m. February 1, 2020, is made by HCR Healthcare, LLC, a Delaware non-profit limited liability company ("**HCR**"), in favor of Milestone Staffing, Inc., a Delaware corporation ("**Milestone Buyer**"), pursuant to that certain Asset Purchase Agreement, dated as of October 22, 2019 (the "**Asset Purchase Agreement**"), by and among Milestone Buyer, H2 Holdco, Inc., a Delaware corporation, Heartland Rehabilitation Services, LLC, an Ohio non-profit limited liability company and a subsidiary of HCR and HCR. Capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Asset Purchase Agreement.

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to cause this Trademark Assignment to be executed and delivered for recording with the United States Patent and Trademark Office;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, HCR hereby irrevocably conveys, transfers, and assigns to Milestone Buyer all of HCR's right, title, and interest in and to the following:
  - a) the trademark registration set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof (the "**Assigned Trademark**"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademark;
  - b) all rights of any kind whatsoever of HCR accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
  - c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
  - d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.
2. Recordation and Further Actions. HCR hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Trademark Assignment upon request by Milestone Buyer. Following the date hereof, HCR shall provide such cooperation and assistance to Milestone Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned Trademark to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of the parties thereto with respect to the Assigned Trademark. The representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.
4. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
5. Governing Law. This Trademark Assignment will be governed by, and construed and enforced in accordance with, the laws of the State of Delaware.
6. Counterparts. This Trademark Assignment may be executed in as many counterparts as may be deemed necessary and convenient, and by the different parties hereto on separate counterparts, each of which, when so executed, will be deemed an original, but all such counterparts will constitute but one and the same instrument. Facsimile and electronic signatures will be deemed to be original signatures.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, HCR has duly executed and delivered this Trademark Assignment as of the date first written above.

HCR HEALTHCARE, LLC

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

Name: R. Griffin Julius

Title: Authorized Person

Address for Notices:

MSC-S3-9938

100 Madison Avenue

Toledo, Ohio 43604

Attn: Patricia A. McCormick

AGREED TO AND ACCEPTED:

MILESTONE STAFFING, INC.

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

Name: Guy Sansone

Title: President

Address for Notices:

IN WITNESS WHEREOF, HCR has duly executed and delivered this Trademark Assignment as of the date first written above.

HCR HEALTHCARE, LLC

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

Name: R. Griffin Julius

Title: Authorized Person

Address for Notices:

MSC-83-9938

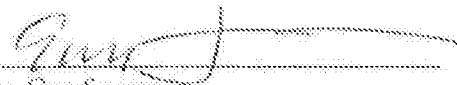
100 Madison Avenue

Toledo, Ohio 43604

Attn: Patricia A. McCormick

AGREED TO AND ACCEPTED:

MILESTONE STAFFING, INC.

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

Name: Guy Sansone

Title: President

Address for Notices:

275 West Campbell Rd. Suite #300

Richardson, TX 75080

Attn: Guy Sansone

TRADEMARK

REEL: 006870 FRAME: 0466

**SCHEDULE 1**

**Assigned Trademark**

U.S. Trademark Registration

Mark:	Registration No.:	Serial Number	Services:	Renewal Deadline:
MILESTONE HEALTHCARE	3,885,115	77881954	<p><b>Class 35:</b> Management of in-patient and out-patient physical rehabilitation facilities; business management of skilled nursing and sub-acute care programs; business management of therapy staffing services to hospitals, clinics, nursing homes, long-term care facilities, and home health providers; business management of per diem staffing services provided to hospitals, clinics, nursing homes, long-term care facilities, and home health providers; consultation services in the field of therapy staffing to hospitals, clinics, nursing homes, long-term care facilities, home health providers and geriatric psychiatric services.</p> <p><b>Class 44:</b> Consultation services in the field of in-patient and out-patient physical rehabilitation, skilled nursing and sub-acute care to hospitals, clinics, nursing homes, long-term care facilities, home health</p>	December 7, 2020

		providers and geriatric psychiatric services.	
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