

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM578954

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>SEQUENCE:</b>	2		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Build N Care Licensed Behavior Analyst, PLLC		12/06/2019	Professional Limited Liability Company: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Proud Moments MSO, LLC		
<b>Street Address:</b>	1449 37th Street		
<b>City:</b>	Brooklyn		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	11218		
<b>Entity Type:</b>	Limited Liability Company: NEW YORK		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5062586	BUILDNCARE	
<b>Registration Number:</b>	5053355		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7037125197		
<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>	7037125337		
<b>Email:</b>	edavenport@mcguirewoods.com		
<b>Correspondent Name:</b>	Emily S. Voorheis, McGuireWoods LLP		
<b>Address Line 1:</b>	1750 Tysons Boulevard		
<b>Address Line 2:</b>	Suite 1800		
<b>Address Line 4:</b>	Tysons, VIRGINIA 22102-4215		
<b>ATTORNEY DOCKET NUMBER:</b>	2078239-0005		
<b>NAME OF SUBMITTER:</b>	Emily S. Voorheis		
<b>SIGNATURE:</b>	/Emily S. Voorheis/		
<b>DATE SIGNED:</b>	06/01/2020		
<b>Total Attachments: 4</b>			
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source=Active\_124871406\_1\_Proud Moments-BNC - Trademark Assignment Agreement (fully executed)#page3.tif  
source=Active\_124871406\_1\_Proud Moments-BNC - Trademark Assignment Agreement (fully executed)#page4.tif

## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (“Trademark Assignment”), dated as of December 6, 2019, is made by and between Build N Care Licensed Behavior Analyst, PLLC, a New York professional services limited liability company, as successor-in-interest by merger to Build N Care Therapy (“Assignor”), and Proud Moments MSO, LLC, a New York limited liability company (“Assignee”).

WHEREAS, pursuant to that certain Membership Interest and Asset Purchase and Contribution Agreement dated as of the date hereof entered into among the Assignor, Assignee, Proud Moments Licensed Behavior Analysts PLLC, Proud Moments Group Holdings, LP, Miriam Tress (as Owner and Seller Representative thereunder), Elkana Tress and the Member Sellers party thereto (the “Purchase Agreement”), the parties desire to execute and deliver this Trademark Assignment to evidence Assignor’s conveyance, transfer and assignment to Assignee of certain intellectual property of Assignor for recording with the United States Patent and Trademark Office.

NOW THEREFORE, the parties hereby agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee, and Assignee hereby assumes, all of Assignor’s right, title and interest in and to (i) the trademarks, trade names and all other related logos, graphics and variations of any of the foregoing, trademark applications and registrations, in each case, as identified and set forth on Schedule 1 attached hereto, and all common law rights associated with the foregoing, and (ii) all issuances, extensions and renewals thereof, in each case whether arising under the laws of the United States, any other country, or any treaty regime (collectively, the “Assigned Trademark Rights”), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademark Rights. The preceding assignment further includes the right to any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any of the Assigned Trademark Rights as well as any and all claims and causes of action against third parties arising from or with respect to any of the Assigned Trademark Rights, whether accruing before, on and/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 throughout the world, 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. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and similar governmental and registration authorities to record and register this Trademark Assignment upon request by Assignee. Following the date hereof, Assignor shall take

such reasonable and necessary steps and actions, and provide such reasonable and necessary cooperation and assistance to Assignee and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, exhibits, assignments, or other documents, as may be reasonably necessary to effect, evidence or perfect the assignment of the Assigned Trademark Rights to Assignee, or any assignee or successor thereto as contemplated by the Purchase Agreement and this Trademark Assignment.

3. 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.

4. Third Party Beneficiaries. Nothing in this Trademark Assignment is intended to or shall confer upon any Person other than the parties and their respective successors and assigns, any rights, benefits, or remedies of any nature whatsoever under or by reason of this Trademark Assignment or any transaction contemplated by this Trademark Assignment.

5. Governing Law. This Trademark Assignment and the rights and obligations of the parties shall be governed by and shall be enforced and interpreted in accordance with the laws of the State of Delaware, without regard to conflicts of law doctrines.

6. Terms of the Purchase Agreement. The terms of the Purchase Agreement, including, but not limited to, Assignor's and the other Seller Parties' (as defined in the Purchase Agreement) representations, warranties, covenants, agreements and indemnities relating to the Purchased Assets, are incorporated herein by reference. Assignor and Assignee acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby, but shall remain in full force and effect to the extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms and provisions of the Purchase Agreement shall govern.

7. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Copies (facsimile or original) of signatures to this Trademark Assignment shall be deemed to be originals and shall be binding to the same extent as original signatures.

[signatures contained on following page]

IN WITNESS WHEREOF, Assignor and Assignee have duly executed and delivered this Trademark Assignment as of the date first written above.

ASSIGNOR:

Build N Care Licensed Behavior  
Analyst, PLLC

By: Miriam Tress  
Name: Miriam Tress  
Title: Manager


ASSIGNEE:

Proud Moments MSO, LLC

By: Elimelech Rubin  
Name: Elimelech Rubin  
Title: Chief Executive Officer

Schedule 1

**Trademarks:**

Owner	Mark	Jurisdiction	Applicati on Serial No.	Registrat ion No.	Filing Date	Reg. Date	Status
Build N Care Licensed Behavior Analyst, PLLC	BUILDNCARE	USA	8688351 5	5062586	January 22, 2016	October 18, 2016	Register ed
Build N Care Licensed Behavior Analyst, PLLC		USA	8688350 7	5053355	January 22, 2016	October 4, 2016	Register ed