

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM583127

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bodycentral Physical Therapy		06/24/2020	Corporation: ARIZONA
RECEIVING PARTY DATA			
Name:	Golden Bear PT Partners, LLC		
Street Address:	1 East Wacker Drive, Suite 2900		
Internal Address:	Attn.: Shore Capital Partners		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60601		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	6027985	BODYCENTRAL PHYSICAL THERAPY	
CORRESPONDENCE DATA			
Fax Number:			
<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:	734-418-4288		
Email:	trademark@honigman.com		
Correspondent Name:	Julie E. Reitz		
Address Line 1:	Honigman LLP		
Address Line 2:	39400 Woodward Ave., Suite 101		
Address Line 4:	Bloomfield Hills, MICHIGAN 48304-5151		
ATTORNEY DOCKET NUMBER:	267747-467051		
NAME OF SUBMITTER:	Julie E. Reitz		
SIGNATURE:	/Julie E. Reitz/		
DATE SIGNED:	06/25/2020		
Total Attachments: 3			
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this “**Assignment**”), dated effective as of June 24, 2020, is between Bodycentral Physical Therapy, P.C., an Arizona professional corporation (“**Assignor**”), and Golden Bear PT Partners, LLC, a Delaware limited liability company (“**Assignee**”). Assignee and Assignor are referred to herein individually as a “**Party**” and collectively, as the “**Parties**”.

RECITALS:

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement as of the date hereof whereby Assignor has agreed to sell the Acquired Assets (as defined in the Agreement) to Assignee and Assignee has agreed to acquire the Acquired Assets (the “**Agreement**”);

WHEREAS, pursuant to the foregoing, Assignor desires to convey, transfer, assign and deliver to Assignee, and Assignee desires to accept from Assignor, all of the Marks of Assignor associated with the Acquired Assets as set forth below.

NOW, THEREFORE, for valuable consideration, including without limitation the consideration received by Assignor under the Agreement, the receipt of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignor hereby irrevocably sells, assigns, conveys, and transfers to Assignee, and its successors and assigns, all of Assignor’s right, title and interest, of whatever kind, throughout the world, in and to the trademarks and service marks including US registration No. 6027985 for the mark BODYCENTRAL Physical Therapy & Design (the “**Marks**”), together with all of the goodwill associated with and symbolized by the Marks. The foregoing assignment includes all rights to collect royalties, products and proceeds in connection with any of the Marks and all rights to sue for past, present or future infringement, misappropriation or other violation of the Marks, and all rights to recover damages or lost profits in connection therewith. In addition, Assignor agrees that it shall not oppose any application, seek to cancel any registration or initiate re-examination, object to any use by Assignee of the Marks, or assist any third party in any of the foregoing.

2. Assignor will promptly take such actions, including, without limitation, the prompt execution and delivery of documents in recordable form, as may be reasonably requested by Assignee to vest, secure, and perfect, the rights and interests of Assignee in and to the Marks assigned herein.

3. This Assignment inures to the benefit of and is binding upon Assignee and Assignor and their respective heirs, successors and permitted assigns.

4. This Assignment is executed and delivered pursuant to the Agreement and shall be subject to the terms and conditions of, and interpreted in accordance with, the Agreement. To the extent of any conflict between the terms and conditions of this Assignment and the terms and conditions of the Agreement, the terms and conditions of the Agreement shall govern, supersede and prevail.

5. This Assignment may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which together shall constitute one and the same instrument. A signature to this Assignment delivered by telecopy or other electronic means will be deemed valid.

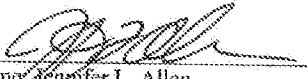
6. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware (regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof).

[Signature Page to Follow]

WITNESS WHEREOF, each of the Parties has caused this Trademark Assignment to be duly executed and delivered by its duly authorized representative as of the date first written above.

ASSIGNOR:
BODYCENTRAL PHYSICAL THERAPY, P.C.

ASSIGNEE:
GOLDEN BEAR PT PARTNERS, LLC

By: 
Name: Jennifer L. Allen
Title: President

By: _____
Name: Mike Cooper
Title: Chairman

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WITNESS WHEREOF, each of the Parties has caused this Trademark Assignment to be duly executed and delivered by its duly authorized representative as of the date first written above.

ASSIGNOR:
BODYCENTRAL PHYSICAL THERAPY, P.C.

ASSIGNEE:
GOLDEN BEAR PT PARTNERS, LLC

By: _____
Name: Jennifer L. Allen
Title: President

By:  _____
Name: Mike Cooper
Title: Chairman