

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM619012

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Seabrook House, Inc.		12/21/2020	Non-Profit Corporation: NEW JERSEY
RECEIVING PARTY DATA			
Name:	Summit BHC New Jersey, LLC		
Street Address:	389 Nichol Mill Lane		
Internal Address:	Suite 100 & 160		
City:	Franklin		
State/Country:	TENNESSEE		
Postal Code:	37067		
Entity Type:	Limited Liability Company: NEW JERSEY		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5655479	SEABROOK	
Registration Number:	4780536	SEABROOK HOUSE	
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:	615-716-4924		
Email:	sschwieger@summitbhc.com		
Correspondent Name:	Scott Schwieger		
Address Line 1:	389 Nichol Mill Lane		
Address Line 2:	Suite 100 & 160		
Address Line 4:	Franklin, TENNESSEE 37067		
ATTORNEY DOCKET NUMBER:	28776-00023		
NAME OF SUBMITTER:	William B. Cannon		
SIGNATURE:	/William B. Cannon/		
DATE SIGNED:	01/07/2021		
Total Attachments: 4			
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Trademark Assignment Agreement

Seabrook House, Inc., a New Jersey nonprofit corporation (“**Assignor**”), and Summit BHC New Jersey, LLC, a New Jersey limited liability company (“**Assignee**”), enter into this Trademark Assignment Agreement (“**Agreement**”) as of December 21, 2020 (“**Effective Date**”).

WHEREAS, Assignor is the owner of the United States trademark registrations set forth on **Exhibit A** attached to this Agreement and the trademarks described therein (the “**Marks**”), the goodwill of the business related thereto and symbolized thereby, and certain rights appurtenant thereto; and

WHEREAS, Assignor desires to assign to Assignee, and Assignee desires to acquire, all of Assignor’s right, title, and interest in and to the Marks, all goodwill associated therewith and symbolized thereby, and all its rights appurtenant thereto;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which Assignor acknowledges by its execution below:

1. **Assignment.** Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor’s right, title, and interest in and to the following (the “**Assigned Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks:

(a) the trademark registrations set forth on **Exhibit A** attached hereto and all issuances, extensions, and renewals thereof;

(b) all rights of any kind whatsoever of Assignor 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 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, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. **Further Assurances.** Assignor authorizes the Commissioner for Trademarks and any other governmental officials to record and register this Agreement upon request by Assignor or Assignee. Assignor agrees to perform all reasonable and proper additional acts and to execute any additional documents which Assignee may request in order to transfer Assignor’s rights, title, and interest in and to the Marks and the rights appurtenant thereto to Assignee, its successors, or assigns.

3. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail, or other means of electronic

transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

4. **Governing Law.** This Agreement and any claim, controversy, dispute, or cause of action (whether in contract, tort or otherwise) based upon, arising out of, or relating to this Agreement or the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New Jersey, without giving effect to any choice or conflict of law provision or rule (whether of the State of New Jersey or any other jurisdiction).

IN WITNESS WHEREOF, the parties execute this Agreement by signature of their respective duly authorized representatives as of the Effective Date.

ASSIGNOR:

Seabrook House, Inc.

Signature: DocuSigned by:
Edward M. Diehl
E187118FAAAE4AF...

Printed Name: Edward M. Diehl

Title: President

ASSIGNEE:

Summit BHC New Jersey, LLC

Signature: _____

Printed Name: _____

Title: _____

transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

4. **Governing Law.** This Agreement and any claim, controversy, dispute, or cause of action (whether in contract, tort or otherwise) based upon, arising out of, or relating to this Agreement or the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New Jersey, without giving effect to any choice or conflict of law provision or rule (whether of the State of New Jersey or any other jurisdiction).

IN WITNESS WHEREOF, the parties execute this Agreement by signature of their respective duly authorized representatives as of the Effective Date.

ASSIGNOR:

Seabrook House, Inc.

Signature: _____

Printed Name: _____

Title: _____

ASSIGNEE:

Summit BHC New Jersey, LLC

Signature:  _____

Printed Name: Scott Schwieger

Title: General Counsel

Exhibit A

Trademark	Country	Registration Number
SEABROOK	US	5655479
SEABROOK HOUSE	US	4780536