

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM623119

<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>
RiverMend IP Holdings LLC		10/06/2020	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Rosewood Ranch, L.P.		
<b>Street Address:</b>	36075 South Rincon Road		
<b>City:</b>	Wickenburg		
<b>State/Country:</b>	ARIZONA		
<b>Postal Code:</b>	85390		
<b>Entity Type:</b>	Limited Partnership: ARIZONA		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4034145	THE ROSEWOOD INSTITUTE	
<b>Registration Number:</b>	3876914		
<b>Registration Number:</b>	3831378	ROSEWOOD CENTERS FOR EATING DISORDERS	
<b>Registration Number:</b>	3831380	ROSEWOOD CAPRI	
<b>Registration Number:</b>	3831381	ROSEWOOD RANCH	
<b>Registration Number:</b>	2597108	ROSEWOOD	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2485668453		
<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>	2485668452		
<b>Email:</b>	trademark@honigman.com		
<b>Correspondent Name:</b>	Jennifer M. Hetu		
<b>Address Line 1:</b>	39400 Woodward Avenue, Suite 101		
<b>Address Line 4:</b>	Bloomfield Hills, MICHIGAN 48304-5151		
<b>ATTORNEY DOCKET NUMBER:</b>	260494-455425		
<b>NAME OF SUBMITTER:</b>	Jennifer M. Hetu		
<b>SIGNATURE:</b>	/jmh/		
<b>DATE SIGNED:</b>	01/29/2021		

CH \$165.00 4034145

**Total Attachments: 8**

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**INTELLECTUAL PROPERTY ASSIGNMENT**

THIS INTELLECTUAL PROPERTY ASSIGNMENT is entered into as of October 6, 2020, by and among Rosewood Ranch, L.P., an Arizona limited partnership (“Assignee”), [REDACTED] and [REDACTED] RiverMend IP Holdings LLC, a Delaware limited liability company and (“RiverMend IP” and together with [REDACTED], each an “Assignor” and together, “Assignors”). Defined terms used in this Intellectual Property Assignment and not otherwise defined herein shall have the same meaning as ascribed to such terms in the Purchase Agreement (defined below).

WHEREAS, Assignee, [REDACTED] have entered into that certain Purchase and Sale Agreement, dated as August 7, 2020 (as amended, restated or otherwise modified from time to time, the “Purchase Agreement”);

WHEREAS, Assignors are the owners of the unregistered copyrights in and to the software program set forth in Schedule A attached hereto which is used in connection with the Business (hereinafter, the “Scheduled Copyrights”);

WHEREAS, Assignee desires to acquire all right, title and interest in and to the Scheduled Copyrights;

WHEREAS, Assignors are the owners of the trademarks, registrations and applications for registration set forth in Schedule B attached hereto which are used in connection with the Business (collectively, the “Scheduled Trademarks”);

WHEREAS, Assignee desires to acquire all right, title and interest in and to the Scheduled Trademarks, as successor to the Business to which such Scheduled Trademarks pertain; and

WHEREAS, it is a condition to the Closing of the Purchase Agreement that Assignors enter into this Intellectual Property Assignment to transfer to Assignee the Scheduled Copyrights and Scheduled Trademarks;

NOW, THEREFORE, in consideration of the recitals and the mutual representations, warranties, covenants and agreements set forth in this Intellectual Property Assignment, the execution of the Purchase Agreement, the payment of the consideration stipulated in the Purchase Agreement which Assignee has paid in accordance with the Purchase Agreement, and which payment Assignors admit and acknowledge has been made by Assignee, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Assignment of Copyright. Assignors hereby irrevocably convey, sell, assign, transfer and set over to Assignee, and Assignee hereby accepts from Assignors:

a. all right, title and interest in and to the Scheduled Copyrights together with all copyrights, copyright applications and registrations therefor, and all issuances, extensions, and renewals thereof, in the United States and any and all other countries; and

b. all rights of any kind whatsoever accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world, including the right to apply for registrations and to sue and collect damages and/or profits for both past and present infringements of, or other causes of action related to, the Scheduled Copyrights.

2. Assignment of Trademarks. Assignors hereby irrevocably convey, sell, assign, transfer and set over to Assignee, and Assignee hereby accepts from Assignors:

a. all right, title and interest in and to the Scheduled Trademarks together with the goodwill associated therewith, as well as all trademark and service mark applications and registrations therefor, and the business to which such Scheduled Trademarks pertain, or other rights which may be granted on or as a result thereof in the United States and any and all other countries; and

b. all rights of any kind whatsoever accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world, including the right to apply for registrations and to sue and collect damages and/or profits for both past and present infringements of, or other causes of action related to, the Scheduled Trademarks.

3. Assignors hereby authorize the Commissioner for Trademarks in the United States Patent and Trademark Office, and the Register of Copyrights in the United States Copyright Office, and the officials of corresponding entities or agencies in any applicable jurisdictions, to record and register this Intellectual Property Assignment upon request by Assignee. Assignors, for themselves and their successors and assigns, do hereby covenant that Assignors will, at Assignee's cost and expense, communicate to Assignee, or to its successors, assigns or nominees all known facts respecting the Scheduled Copyrights and the Scheduled Trademarks as may be requested by Assignee, testify in any legal proceedings, execute and deliver such further instruments or documents, make all rightful oaths, and generally do everything reasonably necessary to aid Assignee, its successors and assigns or nominees for its or their own benefit, as may be necessary or may be reasonably requested fully and effectively to convey and transfer to and vest in Assignee, its successors and assigns or nominees, all right, title and interest in and to the Scheduled Copyrights and Scheduled Trademarks and to obtain and enforce proper protection for the Scheduled Copyrights and Scheduled Trademarks in any and all countries.

4. Assignors shall execute and deliver to Assignee such other instruments of sale, transfer, conveyance, assignment and confirmation and take such other action to register, evidence, perfect and/or exercise the rights conveyed hereunder, as may be reasonably requested by Assignee at Assignee's cost and expense.

5. All the terms, covenants and conditions in this Intellectual Property Assignment shall be binding upon Assignors and their successors and assigns and all others acting by, through, with or under its direction, and all those in privity therewith, and shall inure to the benefit of Assignee and its successors and assigns or nominees.

6. Assignors, for themselves and their successors and assigns, hereby covenant that Assignors have not executed and will not execute any instrument or grant or transfer any rights or interests inconsistent with the rights and interests granted herein. The terms of the Purchase Agreement are incorporated herein by reference. Assignors 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 full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

7. This Intellectual Property Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Intellectual Property Assignment 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 Intellectual Property Assignment.

[Signature page follows]

*Signature Page to Intellectual Property Assignment*

IN WITNESS WHEREOF, this Intellectual Property Assignment has been duly executed and delivered by the duly authorized officer of each Party as of the date first above written.

**ASSIGNEE:**

**ROSEWOOD RANCH, L.P.**

By: Craig Dean

Name: Craig Dean

Title: President and Secretary

**ASSIGNORS:**

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**RIVERMEND IP HOLDINGS LLC**

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

Name: Craig Dean

Title: President and Secretary

*Signature Page to Intellectual Property Assignment*

IN WITNESS WHEREOF, this Intellectual Property Assignment has been duly executed and delivered by the duly authorized officer of each Party as of the date first above written.

**ASSIGNEE:**

**ROSEWOOD RANCH, L.P.**

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

Name: Craig Dean

Title: President and Secretary

**ASSIGNORS:**

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**RIVERMEND IP HOLDINGS LLC**

By: Craig Dean

Name: Craig Dean

Title: President and Secretary

**SCHEDULE A**

**SCHEDULED COPYRIGHTS**

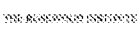

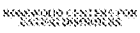
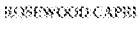
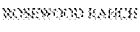






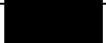
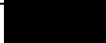


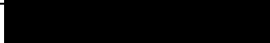
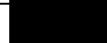
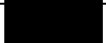

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**SCHEDULE B**

**SCHEDULED TRADEMARKS**

Registered/Applied-for Marks:

<b>Jurisdiction</b>	<b>Mark</b>	<b>Owner</b>	<b>Status</b>	<b>App. # (Reg. #)</b>	<b>App. Date (M/D/YY)</b>	<b>Reg. Date (M/D/YY)</b>
United States		RiverMend IP Holdings LLC	Registered	85216794 (4034145)	1/13/11	10/4/11
United States		RiverMend IP Holdings LLC	Registered	85008771 (3876914)	4/7/10	11/16/10  *Due for maintenance filings  *The Company has not used this mark since 2014
United States		RiverMend IP Holdings LLC	Registered	77905198 (3831378)	1/5/10	8/10/10
United States		RiverMend IP Holdings LLC	Registered	77905207 (3831380)	1/5/10	8/10/10  *Maintenance filing submitted in 2020
United States		RiverMend IP Holdings LLC	Registered	77905224 (3831381)	1/5/10	8/10/10  *Maintenance filing submitted in 2020
United States	ROSEWOOD	RiverMend IP Holdings LLC	Registered	76126344 (2597108)	9/12/00	7/23/02
						
						

Jurisdiction	Mark	Owner	Status	App. # (Reg. #)	App. Date (M/D/YY)	Reg. Date (M/D/YY)
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

Common Law Marks:

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]