

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM630798

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Abode Healthcare, Inc.		03/09/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Hearts for Hospice, LLC		
Street Address:	2200 6th Avenue, Suite 1200		
City:	Seattle		
State/Country:	WASHINGTON		
Postal Code:	98121		
Entity Type:	Limited Liability Company: UTAH		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3282497	HEARTS	
Registration Number:	3186186	HEARTS FOR HOME HEALTH	
Registration Number:	3183111	HEARTS FOR HOSPICE	
CORRESPONDENCE DATA			
Fax Number:	5032202480		
<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:	503-294-9848		
Email:	lisa.davis@stoel.com		
Correspondent Name:	Kevin S. Crosman - Stoel Rives LLP		
Address Line 1:	760 SW Ninth Avenue, Suite 3000		
Address Line 4:	Portland, OREGON 97205		
ATTORNEY DOCKET NUMBER:	80052-10		
NAME OF SUBMITTER:	Lisa M. Davis, Paralegal		
SIGNATURE:	/lisamdavis/		
DATE SIGNED:	03/09/2021		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (“**Trademark Assignment**”), dated as of March 9, 2021, is made by Abode Healthcare, Inc., a Delaware corporation (“**Assignor**”), in favor of Hearts for Hospice, LLC, a Utah limited liability company (“**Assignee**”).

WHEREAS, Assignor holds all right, title and interest in and to the trademarks and trademark registrations listed on Exhibit A attached hereto (collectively, the “**Marks**”);

WHEREAS, Assignor now wishes to assign, and confirm and materialize the assignment of, the Marks to Assignee, and Assignee is desirous of acquiring the Marks from Assignor, together with the goodwill of the business symbolized thereby;

NOW THEREFORE, the parties 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 accepts, all of Assignor's right, title, and interest in and to the following:

(a) the Marks, together with the goodwill of the business connected with the use of, and symbolized by, the Marks;

(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, 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. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment upon request by Assignee. Following the date hereof, upon Assignee's reasonable request, and at Assignee's sole cost and expense, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee 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 reasonably necessary to effect, evidence, or perfect the assignment of the Marks to Assignee, or any assignee or successor thereto.

3. Counterparts. This Trademark 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 Trademark 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 Trademark Assignment.

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.

[Signature page continues]

IN WITNESS WHEREOF, ASSIGNOR HAS DULY EXECUTED AND DELIVERED THIS TRADEMARK ASSIGNMENT AS OF THE DATE FIRST WRITTEN ABOVE.

ASSIGNOR:

Abode Healthcare, Inc.

By: 
Name: David Kosloff
Title: Chief Financial Officer

ASSIGNEE:

AGREED TO AND ACCEPTED:

Hearts for Hospice, LLC

By: 
Name: David Kosloff
Title: Chief Financial Officer

EXHIBIT A

Mark	Jurisdiction	Registration Number	Registration Date
HEARTS & Design	U.S.	3282497	August 21, 2007
HEARTS FOR HOME HEALTH	U.S.	3186186	December 19, 2006
HEARTS FOR HOSPICE	U.S.	3183111	December 12, 2006