

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM635812

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
InterCare Health Systems, Ltd.		03/30/2021	Limited Liability Company: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	Northeast Health Services, L.L.C.		
Street Address:	1 East Wacker Drive, Suite 2900		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60601		
Entity Type:	Limited Liability Company: MASSACHUSETTS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1872766	INTERCARE	
CORRESPONDENCE DATA			
Fax Number:	7344184213		
<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:	7344184212		
Email:	trademark@honigman.com		
Correspondent Name:	Angela Alvarez Sujek		
Address Line 1:	39400 Woodward Ave # 101		
Address Line 4:	Bloomfield Hills, MICHIGAN 48304		
NAME OF SUBMITTER:	Angela Alvarez Sujek		
SIGNATURE:	/angela alvarez sujek/		
DATE SIGNED:	03/31/2021		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("Assignment") is effective as of March 30, p2021 between InterCare Health Systems, Ltd., a Pennsylvania limited liability company, with a business address of 2370 Morrow Road, Pittsburgh, Pennsylvania 15241 ("Assignor") and Northeast Health Services, L.L.C., a Massachusetts limited liability company, with a business address of 1 East Wacker Drive, Suite 2900, Chicago, Illinois 60601 ("Assignee"). Assignor and Assignee are referred to herein individually as a "Party" and collectively, as the "Parties".

RECITALS:

WHEREAS, Assignor and Assignee 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 Assignor's rights, title and interest in and to the Acquired Assets as set forth below.

NOW, THEREFORE, for valuable consideration, the receipt of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. **Trademarks.** Assignor hereby irrevocably assigns, conveys, grants and transfers to Assignee, all of Assignor's right, title and interest, of whatever kind, throughout the world, in and to the trademarks and service marks listed in **Exhibit A** (the "Mark(s)"), together with all of the goodwill associated with and symbolized by the Mark(s), and any other rights at common law or otherwise.
2. **Rights.** The foregoing assignment includes rights to collect royalties or proceeds in connection with any of the foregoing and all rights to sue for and otherwise object to past, present or future infringement, misappropriation or other violation of the foregoing, and all rights to recover damages or lost profits in connection therewith.
3. **Further Assurances.** 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 Mark(s) assigned herein.
4. **Binding Effect.** This Assignment inures to the benefit of and is binding upon Assignor and Assignee and their respective heirs, successors and permitted assigns.

IN 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:

InterCare Health Systems, Ltd.

ASSIGNEE:

Northeast Health Services, L.L.C.

By: Alan Axelson, M.D.
Name: Alan Axelson, M.D.
Title: Chief Executive Officer

By: _____
Name: John Hennegan
Title: Chairman and President

IN 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:

InterCare Health Systems, Ltd.

ASSIGNEE:

Northeast Health Services, L.L.C.

By: _____
Name: Alan Axelson, M.D.
Title: Chief Executive Officer

By: *John Hennegan* _____
Name: John Hennegan
Title: Chairman and President

EXHIBIT A

MARK/NAME	REG. NO.	STATUS/KEY DATES
INTERCARE	1,872,766	REGISTERED JANUARY 10, 1995 RENEWED JANUARY 9, 2015