

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM637577

| | | | |
|---|--|-----------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Dover Development, LLC | | 03/01/2021 | Limited Liability Company: ILLINOIS |
| RECEIVING PARTY DATA | | | |
| Name: | Dover IP, LLC | | |
| Street Address: | 300 Hunter Avenue, Suite 200 | | |
| City: | Saint Louis | | |
| State/Country: | MISSOURI | | |
| Postal Code: | 63124 | | |
| Entity Type: | Limited Liability Company: MISSOURI | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3414304 | CEDARHURST | |
| 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: | 3149322352 | | |
| Email: | jwise@dovercompanies.com | | |
| Correspondent Name: | Joan Wise | | |
| Address Line 1: | 300 Hunter Avenue | | |
| Address Line 2: | Suite 200 | | |
| Address Line 4: | Saint Louis, MISSOURI 63124 | | |
| NAME OF SUBMITTER: | Joshua R. Jennings | | |
| SIGNATURE: | /Joshua R. Jennings/ | | |
| DATE SIGNED: | 04/07/2021 | | |
| Total Attachments: 2 | | | |
| source=Assignment to Dover IP, LLC#page1.tif | | | |
| source=Assignment to Dover IP, LLC#page2.tif | | | |

OP \$40.00 3414304

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement") is entered into effective as of the 1st day of March 2021 by Dover Development, LLC fka Metro Asset Group, LLC, an Illinois limited liability company, having an address at 300 Hunter Avenue, Suite 200, Saint Louis, MO 63124 ("Assignor"), in favor of Dover IP, LLC, a Missouri limited liability company, having an address at 300 Hunter Avenue, Suite 200, Saint Louis, MO 63124 ("Assignee").

NOW, THEREFORE, for good and valuable consideration, the receipt, adequacy and sufficiency of which is acknowledged, the parties agree as follows:

1. **Assignment.** Assignor conveys, transfers, assigns, delivers, and contributes to Assignee, all of Assignor's rights, title, and interest of whatever kind in and to the registered trademarks set forth on Exhibit A attached hereto and incorporated herein by this reference (collectively, the "Marks"), together with (a) all common law rights associated with the Marks, (b) the goodwill of the business symbolized by the Marks, and the entire business of Assignor or the portion of the business to which the Marks pertains, (c) all income, royalties, recoveries, causes of action and damages for past or future infringements and misappropriations of the Marks, or resulting from any adverse use of the Marks or confusingly similar marks, (d) all rights to sue for past, present and future infringements or misappropriations of the Marks, and (e) the sole and unencumbered right to file for and obtain worldwide registrations for the Marks, in any or all of its respective forms, in any and all trademark and service mark classes and categories as are applicable.

2. **Recording.** Assignor does expressly agree that Assignee may singly, and without assistance or consent from Assignor, undertake procedures to record the assignment of the Marks and the registrations for the Marks to Assignee in the United States Patent and Trademark Office.

3. **Successors and Assigns.** This Agreement is binding upon and inures to the benefit of the respective successors and assigns of Assignor and Assignee.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date set forth above.

ASSIGNOR:

**DOVER DEVELOPMENT, LLC fka Metro
Asset Group, LLC**

By: 
Joshua R. Jennings, Sole Member

ASSIGNEE:

DOVER IP, LLC

By: Metro Manager, LLC, its Manager

By: 
Joshua R. Jennings, Sole Member

EXHIBIT A

MARKS

| <u>Trademark</u> | <u>Application Number</u> | <u>Application Date</u> | <u>Registration Number</u> | <u>Registration Date</u> |
|--|---------------------------|-------------------------|----------------------------|--------------------------|
| Cedarhurst | 77-243,449 | 7/13/2007 | 3,414,304 | 4/22/2008 |
| Class 43: Providing assisted living facilities, providing congregate living facilities | | | | |

| <u>Trademark</u> | <u>Application Number</u> | <u>Application Date</u> | <u>Registration Number</u> | <u>Registration Date</u> |
|---|---------------------------|-------------------------|----------------------------|--------------------------|
| Cedarhurst | State of Illinois | | 097922 | 8/13/2007 |
| Class S-043: Providing assisted/independent living facilities | | | | |