

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM646093

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ChanceLight, Inc.		04/26/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Mentis Management Services, L.L.C.		
Street Address:	313 Congress Street, 5th Floor		
Internal Address:	C/O National Mentor Holdings, Inc.		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02210		
Entity Type:	Limited Liability Company: TEXAS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5126122	SAGE CARE THERAPY SERVICES	
Registration Number:	5565131	SAGE CARE	
CORRESPONDENCE DATA			
Fax Number:	3179575010		
<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:	3179575000		
Email:	tm-dept@quarles.com		
Correspondent Name:	Quarles & Brady LLP		
Address Line 1:	135 N. Pennsylvania Street, Suite 2400		
Address Line 2:	Jordan Downham		
Address Line 4:	Indianapolis, INDIANA 46204		
ATTORNEY DOCKET NUMBER:	168795.00013		
NAME OF SUBMITTER:	Jordan R. Downham		
SIGNATURE:	/Jordan R. Downham/		
DATE SIGNED:	05/12/2021		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this “Agreement”) is entered into as of April 26, 2021, by and among **Mentis Management Services, L.L.C.**, a Texas limited liability company (“Assignee”), **Mockingbird Capital, LLC**, a Texas limited liability company (“Seller”), and **ChanceLight, Inc.**, a Delaware corporation (“Member” and together with Seller collectively, “Assignors”). Capitalized terms used herein and not defined shall have the meanings given to them in the Purchase Agreement (as defined below).

RECITALS:

(a) Assignors, Assignee and solely for purposes of Section 9.14, Mentor ABI, LLC, a Delaware limited liability company, have entered into that certain Asset Purchase Agreement, dated December 23, 2020, as amended by that certain Amendment to Purchase Agreement, dated April 8, 2021 (as amended, the “Purchase Agreement”) relating to the acquisition by Assignee of substantially all of the assets of Seller, including certain trademarks (i) used by Seller but owned by Member and (ii) owned by Seller, solely as set forth on Exhibit 1 hereto (collectively, the “Trademarks”).

(b) This Agreement is being executed pursuant to the Purchase Agreement.

AGREEMENT:

NOW, THEREFORE, in consideration of the Recitals set forth above, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Assignors hereby irrevocably sell, transfer, assign and convey to Assignee, free and clear of any and all Liens except Permitted Liens, all of Assignors’ right, title and interest in and to the Trademarks, including, without limitation, (i) the goodwill associated with the Trademarks, (ii) all common law rights associated with the Trademarks, and (iii) the resulting rights to recover damages and profits for past, present or future infringements or unauthorized use thereof, with the right to sue for, and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives as fully and entirely as the same would have been held and enjoyed by Assignors if this assignment and sale had not been made.

2. Assignors hereby acknowledge and agree that from and after the date hereof, Assignee shall be the exclusive owner of the Trademarks. Assignors hereby authorize and request any agency having jurisdiction over the ownership of the Trademarks to record Assignee as the owner of the Trademarks.

3. Assignors shall, without further consideration, execute and deliver such further instruments of conveyance and transfer and take such additional action as Assignee may reasonably request to effect, consummate, confirm or evidence the transfer to Assignee of the Trademarks, and Assignors shall execute such documents as may be necessary to assist Assignee in preserving or perfecting its rights in the Trademarks. In the event that Assignors are unable for any reason whatsoever to secure the necessary signatures to any document Assignee is required to

execute pursuant to the foregoing, Assignors hereby irrevocably designate and appoint Assignee and its duly authorized officers and agents power of attorney to execute and file any such document and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by Assignors. This power of attorney will be deemed couple with an interest and will be irrevocable.

4. The Trademarks are being transferred by Assignors to Assignee, and assumed by Assignee, pursuant to the Purchase Agreement. In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall govern, supersede and prevail.

5. This Agreement shall be governed by and construed under and in accordance with the internal laws of the State of Delaware, excluding any choice of law rules that may direct the application of the laws of another jurisdiction.

6. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same agreement. Each of the parties to this Agreement agrees that a signature affixed to a counterpart of this Agreement and delivered by facsimile or other electronic transmission by any Person is intended to be its, his or her signature and shall be valid, binding and enforceable against such Person.

[Signature Page Follow.]

IN WITNESS WHEREOF, the parties have caused this Trademark Assignment Agreement to be executed as of the date first written above.

ASSIGNEE:

MENTIS MANAGEMENT SERVICES, L.L.C.

By: William McKinney

Name: William McKinney

Its: Chief Executive Officer

SELLER:

MOCKINGBIRD CAPITAL, LLC

By: _____

Name: _____

Its: _____

MEMBER:

CHANCELIGHT, INC.

By: _____

Name: _____

Its: _____

IN WITNESS WHEREOF, the parties have caused this Trademark Assignment Agreement to be executed as of the date first written above.


ASSIGNEE:

MENTIS MANAGEMENT SERVICES, L.L.C.

By: _____
Name: _____
Its: _____

SELLER:

MOCKINGBIRD CAPITAL, LLC

By:  _____
Name: Kevin Mitchell
Its: Secretary

MEMBER:

CHANCELIGHT, INC.

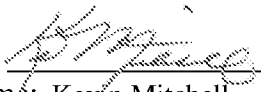
By:  _____
Name: Kevin Mitchell
Its: Secretary

EXHIBIT 1

Jurisdiction	Trademark	Status	Class(es) & Goods	Reg. No.	Reg. Date	Recorded Owner
United States	SAGE CARE	Registered	Int'l Class 44: Pediatric physical, occupational, speech and feeding therapy services.	5,565,131	September 18, 2018	ChanceLight, Inc. 1321 Murfreesboro Pike, Suite 702 Nashville, Tennessee 37217
United States	SAGE CARE THERAPY SERVICES	Registered	Int'l Class 44: Pediatric physical, occupational, speech and feeding therapy services	5,126,122	January 24, 2017	ChanceLight, Inc. 1321 Murfreesboro Pike, Suite 702 Nashville, Tennessee 37217
United States	SAGE CARE THERAPY SERVICES	Registered	Int'l Class 44: Pediatric physical, occupational, speech and feeding therapy services	4,431,799	November 12, 2013	Mockingbird Capital, LLC 1321 Murfreesboro Pike, Suite 702 Nashville, Tennessee 37217

TRADEMARK