

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM678860

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hospice of Chattanooga, Inc.		09/10/2021	Corporation: TENNESSEE
RECEIVING PARTY DATA			
Name:	Hospice of Chattanooga Holdings, LLC		
Street Address:	c/o Care Hospice, Inc.		
Internal Address:	946 Grady Avenue, Suite 200		
City:	Charlottesville		
State/Country:	VIRGINIA		
Postal Code:	22903		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	6077893	ALLEO HEALTH SYSTEM	
Registration Number:	6151927	HOSPICE OF CHATTANOOGA ALLEO HEALTH SYST	
Registration Number:	3296376	HOSPICE OF CHATTANOOGA	
Serial Number:	88443058	ALLEO CARING	
Serial Number:	88221600	BY THE PEACE	
Serial Number:	88221606	BY THE PEACE	
CORRESPONDENCE DATA			
Fax Number:	9498519348		
<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:	949-851-0633		
Email:	IPDocketOrangeCounty@mwe.com, sbro@mwe.com, dbreitman@mwe.com, kdelcoure@mwe.com, efarrahi@mwe.com, ipdocketmwe@mwe.com		
Correspondent Name:	Sarah E. Bro		
Address Line 1:	McDermott Will & Emery LLP		
Address Line 2:	18565 Jamboree Road, Suite 250		
Address Line 4:	Irvine, CALIFORNIA 92612		
ATTORNEY DOCKET NUMBER:	113933.0013		

CH \$165.00 6077893

NAME OF SUBMITTER:	Sarah E. Bro
SIGNATURE:	/sarah e. bro/
DATE SIGNED:	10/04/2021
Total Attachments: 5 source=Care Hospice_Alleo - IP Assignment Agreement Executed (002)#page1.tif source=Care Hospice_Alleo - IP Assignment Agreement Executed (002)#page2.tif source=Care Hospice_Alleo - IP Assignment Agreement Executed (002)#page3.tif source=Care Hospice_Alleo - IP Assignment Agreement Executed (002)#page4.tif source=Care Hospice_Alleo - IP Assignment Agreement Executed (002)#page5.tif	

INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this “*Assignment*”) is made and entered into as of September 10, 2021, by and between Hospice of Chattanooga, Inc., a Tennessee corporation (“*Assignor*”), and Hospice of Chattanooga Holdings, LLC, a Delaware limited liability company (“*Assignee*”). All defined terms not otherwise defined herein shall have the meanings ascribed to such terms in that certain Asset Purchase Agreement, dated as of July 2, 2021 (the “*APA*”), by and among Assignor, Assignee and the other parties named therein.

RECITALS

WHEREAS, Assignor has entered into the APA with Assignee, pursuant to which Assignor is selling, assigning, transferring and delivering to Assignee, among other assets, the Assigned Intellectual Property (as defined below);

WHEREAS, the federal trademarks and trademark applications described in Exhibit A attached hereto and made a part hereof and the other intellectual property described in Exhibit B attached hereto and made a part hereof (collectively, “*Assigned Intellectual Property*”) are pending or registered with the U.S. Patent and Trademark Office and/or existing in the name of Assignor; and

WHEREAS, pursuant to the terms of the APA, Assignee desires to purchase, acquire and accept from Assignor all right, title and interest in and to the Assigned Intellectual Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and with the intention of being legally bound hereby, Assignor and Assignee hereby agree as follows:

1. Assignment. Assignor does hereby sell, assign, transfer and set over unto Assignee all of Assignor’s right, title and interest in and to the Assigned Intellectual Property, free and clear of all Liens (other than Permitted Liens), together with:

- (a) all goodwill of the business associated with the trademarks comprising the Assigned Intellectual Property, together with that portion of Assignor’s business that is ongoing and existing to which the trademarks pertain;
- (b) all rights in and to any of the foregoing, including the right to sue, recover damages, costs and attorneys’ fees for past and present infringement or misappropriation of any of the foregoing; and
- (c) all rights corresponding thereto throughout the world, as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

2. Transfer Documents; Further Assurances. Assignor further agrees that, when requested, Assignor will, without demanding any further consideration therefor, do all lawful and just acts, including the execution and acknowledgement of instruments, that may be or become necessary for maintaining and perfecting Assignee’s right to the Assigned Intellectual Property and to render all necessary assistance in making application for and obtaining registration of the Assigned Intellectual Property with the U.S. Patent and Trademark Office or any other applicable office or registrar worldwide, and in enforcing any rights or choses in action accruing as a result of such applications or the Assigned Intellectual Property, by giving testimony in any proceedings or transactions involving such applications or the Assigned

Intellectual Property and by executing preliminary statements or other affidavits, it being understood that this Assignment and the foregoing covenants and agreements shall bind, and shall inure to the benefit of, the respective successors, assigns and legal representatives of Assignor and Assignee.

3. Subject to the APA. This Assignment, including its terms and conditions, is and shall be limited by and is subject to all of the terms and conditions of the APA, which are incorporated herein by this reference. Nothing in this Assignment, express or implied, is intended or shall be construed to expand, defeat, impair or limit in any way the rights, obligations, claims or remedies of Assignor or Assignee as set forth in the APA. In the event of any conflict between this Assignment and the APA, the APA shall control.

4. Third Parties. Nothing in this Assignment, express or implied, is intended or shall be construed to confer upon, or give to, any person, corporation or other entity, other than Assignor and Assignee and their permitted successors or assigns, any rights, remedies, obligations or liabilities.

5. Successors and Assigns. This Assignment is executed pursuant to the APA and is entitled to the benefits and subject to the provisions thereof and shall bind and inure to the benefit of the successors and assigns of each party hereto, whether or not so expressed.

6. Amendment, Waiver and Termination. This Assignment cannot be amended, waived or terminated except in writing signed by Assignor and Assignee.

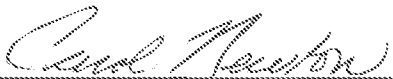
7. Headings: Execution in Counterparts. The section headings and captions contained herein are for convenience of reference only and shall not control or affect the meaning or construction of any provision hereof. This Assignment may be executed in any number of counterparts (including by .pdf or other electronic means), each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

[Signature pages to follow]

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

ASSIGNOR:

HOSPICE OF CHATTANOOGA, INC.

By: 
Name: Carol Newton
Title: Board Chair

ASSIGNEE:

HOSPICE OF CHATTANOOGA HOLDINGS, LLC




By: _____
Name: J. Brad Hunter
Title: Chief Executive Officer


Exhibit A

Federal Trademark Applications and Registrations

Trademark Registrations

MARK	REGISTRATION	CLASSIFICATION	REGISTERED
ALLEO HEALTH SYSTEM RN: 6077893 SN: 88/443,053 Disclaimer: HEALTH SYSTEM	Registered: 6/16/2020	(Int'l Class: 44) Health care services, namely, hospice care services, palliative care services, and transitional care services	HOSPICE OF CHATTANOOGA, INC. DBA ALLEO HEALTH SYSTEM (TENNESSEE CORP.), 4411 OAKWOOD DRIVE, CHATTANOOGA, TENNESSEE 37416
HOSPICE OF CHATTANOOGA ALLEO HEALTH SYSTEM & Design  RN: 6151927 SN: 88807978 Disclaimer: "HOSPICE" and "HEALTH SYSTEM"	Registered: 9/15/2020	(Int'l Class: 44) Health care services, namely, hospice care services, palliative care services, and transitional medical care services	HOSPICE OF CHATTANOOGA, INC. (TENNESSEE CORP.), 4411 OAKWOOD DRIVE CHATTANOOGA, TENNESSEE 37416
HOSPICE OF CHATTANOOGA RN: 3296376 SN: 77033782 Disclaimer: "HOSPICE"	Registered: 9/25/2007 Renewed: 9/25/2017	(Int'l Class 44) Home health care services; home nursing aid services; hospices; medical counseling; psychological counseling (Int'l Class 45) Social service, namely, companionship services for individuals under hospice care and their families.	HOSPICE OF CHATTANOOGA, INC. (TENNESSEE CORP.), 4411 OAKWOOD DRIVE CHATTANOOGA, TENNESSEE 37416

Trademark Applications

MARK	STATUS	CLASSIFICATION	OWNER
ALLEO CARING SN: 88443058	Status: Allowed Last Status Received: Allowed - Intent to Use 2nd Extension of Time Granted, May 26, 2021 Filed: May 23, 2019 Allowed: May 26, 2020	(Int'l Class: 44) Health care services, namely, hospice care services, palliative care services, and transitional care services	Hospice of Chattanooga, Inc. DBA ALLEO HEALTH SYSTEM (TENNESSEE CORP.), 4411 Oakwood Drive Chattanooga, TENNESSEE 37416 TN
BY THE PEACE and Design  SN: 88 221600	Status: Allowed Last Status Received: Allowed - Intent to Use Statement of Use accepted September 11, 2021 Filed: December 7, 2018 Allowed: January 28, 2020	(Int'l Class: 16) Home health care services; Printed publications, namely, booklets for post- death management and kits consisting primarily of paper expanding files for storing vital information for day-to-day household functions, namely, insurance policies and contact information for insurance agents, veterinarians, handymen, and for storing information relating to funeral arrangements and wishes	HOSPICE OF CHATTANOOGA, INC. (TENNESSEE CORP.), 4411 OAKWOOD DRIVE CHATTANOOGA, TENNESSEE 37416 TN
BY THE PEACE SN: 88221606	Status: Allowed Last Status Received: Allowed - Intent to Use Statement of Use accepted September 11, 2021 Filed: December 7, 2018 Allowed: January 28, 2020	(Int'l Class: 16) Printed publications, namely, booklets for post- death management and kits consisting primarily of paper expanding files for storing vital information for day-to-day household functions, namely, insurance policies and contact information for insurance agents, veterinarians, handymen, and for storing information relating to funeral arrangements and wishes	Hospice of Chattanooga, Inc. (TENNESSEE NON- PROFIT CORPORATION), 4411 Oakwood Drive Chattanooga, TENNESSEE 37416 TN