

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM694446

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF AN UNDIVIDED PART OF ASSIGNOR'S INTEREST		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
KH Acquisition, LLC		10/28/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Kaufman, Hall & Associates, LLC		
Street Address:	10 S Wacker Dr		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	5860419	HRE CAPITAL	
Registration Number:	4252947	HRE	
Registration Number:	4278434	HRE CAPITAL	
Registration Number:	4252942	HEALTHCARE REAL ESTATE CAPITAL	
CORRESPONDENCE DATA			
Fax Number:	3128622200		
<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:	312-862-4396		
Email:	noreen.gosselin@kirkland.com		
Correspondent Name:	Noreen Gosselin		
Address Line 1:	Kirkland & Ellis LLP		
Address Line 2:	300 North LaSalle		
Address Line 4:	CHICAGO, ILLINOIS 60654		
ATTORNEY DOCKET NUMBER:	26904-4		
NAME OF SUBMITTER:	NOREEN GOSSELIN		
SIGNATURE:	/NOREEN GOSSELIN/		
DATE SIGNED:	12/13/2021		

CH \$115.00 5860419

Total Attachments: 4

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment"), dated as of October 28, 2021, is made by and between Kaufman, Hall & Associates, LLC, a Delaware limited liability company ("KH"), and KH Acquisition, LLC, a Delaware limited liability company ("KH Acquisition"). KH and KH Acquisition are sometimes referred to herein individually as a "Party" and collectively as the "Parties".

A. KH and KH Acquisition are parties to that certain Asset Purchase Agreement, dated as of October 28, 2021 (as amended, restated, or otherwise modified from time to time, the "Purchase Agreement"). Capitalized terms used but not otherwise defined in this Assignment shall have the respective meanings ascribed to such terms in the Purchase Agreement.

B. Under and subject to the terms and conditions of the Purchase Agreement, HRE Capital, LLC, a Florida limited liability company ("HRE") has agreed to sell, assign, transfer, convey, and deliver to KH Acquisition, among other assets, a thirty five percent (35%) undivided interest in certain Intellectual Property of HRE.

C. KH Acquisition and KH have agreed to execute and deliver this Assignment for recording with Governmental Authorities, including, but not limited to, the United States Patent and Trademark Office.

D. This Assignment is being executed and delivered by the Parties in connection with the consummation of the transactions contemplated by the Purchase Agreement.

The Parties, therefore, hereby agree as follows.

1. Assignment. In consideration for the execution of the Purchase Agreement, the payment of the consideration stipulated in the Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, KH Acquisition hereby irrevocably sells, assigns, transfers, conveys, and delivers to KH, and KH hereby accepts, a thirty five percent (35%) undivided interest in KH Acquisition's right, title, and interest in, to, and under the following (collectively, the "Assigned IP"):

(a) the trademark registrations and applications set forth on Schedule 1 hereto (if any), together with the goodwill connected with the use thereof and symbolized thereby, and all issuances, extensions, and renewals thereof (collectively, the "Trademarks");

(b) all rights of any kind whatsoever of KH Acquisition accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world (including for the avoidance of doubt, any common law rights);

(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, and/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 not the obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recording and Further Actions. KH Acquisition authorizes the Commissioner for Patents, the Commissioner for Trademarks, the Register of Copyrights, and any other governmental officials to record and register this Assignment upon request by KH. KH Acquisition shall take such reasonable steps and actions following the date hereof as reasonably requested by KH, including the execution of documents, files, registrations, or other similar items, to assist in the proper assignment of the Assigned IP to KH, or any KH or successor thereto, subject to KH's reimbursement any out of pocket costs or expenses incurred by KH Acquisition.

3. Terms of the Purchase Agreement. Nothing contained in this Assignment shall be deemed to modify, limit, expand, supersede, or amend any rights or obligations of KH Acquisition or KH under the Purchase Agreement. To the extent any conflict arises between any of the terms and provisions of this Assignment and any of the terms and provisions of the Purchase Agreement, the terms and provisions of the Purchase Agreement shall govern and control.

4. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

5. Governing Law. This Assignment shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Delaware.

6. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this 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 Assignment.

7. Amendment and Modification. This Assignment may only be amended, modified, or supplemented by an agreement in writing signed by each Party.

[SIGNATURE PAGE FOLLOWS]

KH:

**KAUFMAN, HALL & ASSOCIATES,
LLC**

By:  _____

Name: R. Wesley Champion

Title: Chief Executive Officer

KH ACQUISITION:

KH ACQUISITION, LLC

By:  _____

Name: R. Wesley Champion

Title: Chief Executive Officer

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT AGREEMENT]