

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM714194

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PROSPORT PHYSICAL THERAPY MANAGEMENT COMPANY, INC.		03/11/2022	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Golden Bear PT Partners, LLC		
Street Address:	1 East Wacker Drive, Suite 2900		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60601		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4844534	PROSPORT PHYSICAL THERAPY	
Registration Number:	6236860	PROSPORT PHYSICAL THERAPY & PERFORMANCE	
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		
ATTORNEY DOCKET NUMBER:	267747449718		
NAME OF SUBMITTER:	Angela Alvarez Sujek		
SIGNATURE:	/angela alvarez sujek/		
DATE SIGNED:	03/14/2022		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (“Assignment”) is effective as of March 11, 2022 between **ProSport Physical Therapy Management Company, Inc.**, a California corporation, with a business address of Suite 900, 100 Spectrum Center Drive, Irvine, California 92618 (“Assignor”) and **Golden Bear PT Partners, LLC**, a Delaware 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 is the owner of record of the trademarks identified in Schedule A attached (the “Trademarks”);

WHEREAS, 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 Trademarks as set forth below; and

WHEREAS, this Assignment is made solely to effect the transfer and assignment of the Trademarks in accordance with the Asset Purchase Agreement (the “APA”) by and among Assignor, Assignee, and the other parties thereto, dated as of the date hereof. This Assignment does not, and will not be deemed to, amend, modify, change, expand, restrict, waive, supersede or otherwise affect either Party’s rights or obligations under the APA.

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, together with all of the goodwill associated with and symbolized by the Trademarks, all of the business to which the Trademarks pertain, 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 Trademarks 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.

5. **Governing Law.** This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States, without giving effect to any choice or conflict of law provision or rule.

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:

**ProSport Physical Therapy
Management Company, Inc.**

ASSIGNEE:

Golden Bear PT Partners, LLC

DocuSigned by:
Joseph J. Donohue
By: _____
Name: Joseph J. Donohue
Title: President

By: _____
Name:
Title:

5. **Governing Law.** This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States, without giving effect to any choice or conflict of law provision or rule.

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:

ProSport Physical Therapy
Management Company, Inc.

ASSIGNEE:

Golden Bear PT Partners, LLC

By: _____
Name:
Title:

By: *Mike Cooper* _____
Name: Mike Cooper
Title: Chairman