

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM718136

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Rainbow Rehabilitation Centers, Inc.		02/18/2022	Corporation: MICHIGAN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	NRMI, LLC		
<b>Street Address:</b>	313 Congress Street		
<b>City:</b>	Boston		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02210-1218		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3614163	NEUROREHAB CAMPUS	
<b>Registration Number:</b>	3638618	RAINBOW INDUSTRIES	
<b>Registration Number:</b>	4483630	RAINBOW U	
<b>Registration Number:</b>	4554240	IT'S ALL ABOUT U	
<b>Registration Number:</b>	4955860		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Email:</b>	Katrina.Balasko@quarles.com, Nicole.Renouard@quarles.com, tm-dept@quarles.com		
<b>Correspondent Name:</b>	Katrina Balasko at Quarles & Brady LLP		
<b>Address Line 1:</b>	411 East Wisconsin Avenue, Suite 2400		
<b>Address Line 4:</b>	Milwaukee, WISCONSIN 53202-4428		
<b>NAME OF SUBMITTER:</b>	Katrina Balasko		
<b>SIGNATURE:</b>	/Katrina Balasko/		
<b>DATE SIGNED:</b>	03/31/2022		
<b>Total Attachments: 6</b>			
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ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY (this "Assignment") is made and entered into as of the Closing Date, by and among (i) Rainbow Rehabilitation Centers, Inc., a Michigan corporation ("Rainbow"), Rehab Transportation, LLC, a Michigan limited liability company ("Rehab"), and Resilient Life Care, LLC, a Kentucky limited liability company ("Resilient", and together with Rainbow and Rehab, "Sellers"), and (ii) NRMI, LLC, a Delaware limited liability company ("Buyer"). Capitalized terms used but not otherwise defined shall have the respective meanings ascribed to such terms in the Purchase Agreement (as defined below).

**WHEREAS**, pursuant to that certain Asset Purchase Agreement dated as of February 18, 2022, by and among Sellers, Buyer, and certain other parties (as amended from time to time, the "Purchase Agreement"), Sellers have agreed to sell, convey, assign, transfer and deliver to Buyer certain assets to Buyer, including all of Sellers' Proprietary Rights (the "Intellectual Property Assets"), and Buyer agreed to purchase and accept such Intellectual Property Assets from Sellers, for the consideration and upon the terms and subject to the conditions set forth in the Purchase Agreement; and

**WHEREAS**, the execution and delivery of this Assignment is contemplated by Section 7.1.9(e) of the Purchase Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants, terms, and conditions set forth in this Assignment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment of Intellectual Property. Sellers hereby irrevocably sell, convey, assign, transfer and deliver to Buyer all of Sellers' right, title and interest, including all rights of any kind whatsoever provided by the applicable Law of any jurisdiction, by international treaties and conventions and otherwise throughout the world, in and to all Intellectual Property Assets, together with (i) the benefit of any use of the Intellectual Property by the Sellers (ii) the goodwill of the business relations to the Intellectual Property and to the goods and services associated with it, (iii) all income, royalties and damages hereafter due or payable to Sellers with respect to the Intellectual Property to hold unto the Buyer, absolutely, including the registered Proprietary Rights set forth on Exhibit A hereto.
2. Further Assurances. Each of the parties hereto covenants and agrees, at its own expense, to execute and deliver, at the request of the other party hereto, all such further instruments of transfer and assignments and to take such other action as such other party may reasonably request to more effectively consummate the transfers contemplated by this Assignment.
3. Further Actions. Sellers hereby authorize Buyer, its successors and assigns, for the benefit and at the expense of Buyer, to institute and prosecute all proceedings which Buyer may deem proper in order to collect, assert or enforce any claim, right or title of any kind in or to any of the Intellectual Property Assets, to defend or compromise any and all actions, suits or proceedings in respect of any of the Intellectual Property Assets, and to do all such acts and things in relation thereto as Buyer shall deem advisable, all subject to the requirements of the Purchase Agreement.
4. Terms of the Purchase Agreement. This Assignment is intended to evidence the consummation of the sale, assignment, transfer, conveyance and delivery by Sellers to Buyer of the Intellectual Property Assets contemplated by the Purchase Agreement and pursuant to the terms thereof which are hereby incorporated by reference into this Assignment. This Assignment, together with the Purchase Agreement, Bill of Sale and any exhibits, schedules, or other documents attached thereto or referenced therein, constitutes the entire agreement among the parties with respect to its subject matter and

supersedes all prior agreements and understandings with respect thereto. Each of Sellers and Buyer hereby acknowledges and agrees that neither the representations and warranties nor the rights and remedies of any party under the Purchase Agreement shall be deemed to be enlarged, modified, or altered in any way by this Assignment. In the event of any inconsistencies or ambiguities between this Assignment and the Purchase Agreement, the terms of the Purchase Agreement shall govern.

5. Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. No party may assign its rights or obligations hereunder without the prior written consent of the other parties; provided, however, that (a) Buyer may, without the written consent of any party hereto, assign, in whole or in part, its rights and obligations pursuant to this Assignment to one or more of its Affiliates, provided that Buyer will nonetheless remain liable for all of the Buyer's obligations hereunder; (b) Buyer may, without the written consent of any party hereto, collaterally assign its rights under the Assignment for security purposes to any lender providing financing to Buyer or any of its Affiliates, and any such lender may exercise all of the rights and remedies of Buyer hereunder; and (c) following the Closing, Buyer may, without the written consent of any other party, assign its rights under the Assignment, in whole or in part, to any subsequent third party buyer of Buyer or all or substantially all of its assets (whether such sale is structured as a sale of stock, a sale of assets, a merger, or otherwise).
6. No Third-Party Beneficiaries. This Assignment is for the sole benefit of the parties hereto and their permitted assigns and nothing herein, express or implied, shall give or be construed to give any Person, other than the Parties hereto and such permitted assigns, any legal or equitable rights hereunder.
7. Amendment. This Assignment may be amended by an agreement in writing signed by each Seller and Buyer.
8. Counterparts. This Assignment may be executed in one or more counterparts, (including by means of electronic signature pages), all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each of the parties and delivered to the other party.
9. Incorporation by Reference. The terms set forth in Section 10.8 (Governing Law) of the Purchase Agreement are incorporated herein by reference and made a part hereof as if set out in full herein.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the parties have executed and delivered this Assignment as of the date first written above.

**SELLERS:**

RAINBOW REHABILITATION CENTERS,  
INC.

DocuSigned by:  
*William R. Buccalo*  
By: \_\_\_\_\_  
Name: William R. Buccalo  
Its: President & CEO

REHAB TRANSPORTATION, LLC

DocuSigned by:  
*William R. Buccalo*  
By: \_\_\_\_\_  
Name: William R. Buccalo  
Its: Manager

RESILIENT LIFE CARE, LLC

DocuSigned by:  
*William R. Buccalo*  
By: \_\_\_\_\_  
Name: William R. Buccalo  
Its: Manager

*[Signature Page to Assignment of Intellectual Property]*

**BUYER:**

NRMI, LLC

By: William McKinney  
Name: William McKinney  
Its: Chief Executive Officer


*[Signature Page to Assignment of Intellectual Property]*

**EXHIBIT A**

**REGISTERED PROPRIETARY RIGHTS**

**Registered U.S. Trademarks**

<b>Mark/R.N./S.N.</b>	<b>Status/Key Dates</b>	<b>Goods/Services</b>
<u>NEUROREHAB</u> <u>CAMPUS</u> RN: 3614163 SN: 77608319	Renewed, November 2, 2018 Office Status: Registered and Renewed Int'l Class: 43,44 First Use: October 15, 2006 Filed: November 5, 2008 Registered: April 28, 2009 Last Renewal: April 28, 2019 Register Type: Supplemental Register	Int'l Class: 43, 44 (Int'l Class: 43) Providing assisted living facilities (Int'l Class: 44) Medical services, namely, providing physical and neurological rehabilitation facilities for adults with brain and spinal cord injuries that offer a full continuum of care, namely, active physical therapy and physical and neurological rehabilitation services
<u>RAINBOW</u> <u>INDUSTRIES</u> RN: 3638618 SN: 77608326	Renewed, August 10, 2018 Office Status: Registered and Renewed Int'l Class: 35 First Use: December 2, 1992 Filed: November 5, 2008 Registered: June 16, 2009 Last Renewal: June 16, 2019 Register Type: Principal Register	Int'l Class: 35 (Int'l Class: 35) Employment placement services for survivors of brain and spinal cord injuries
<u>RAINBOW U</u> RN: 4483630 SN: 85809891	Registered, April 13, 2019 Office Status: Section 8 & 15-Accepted and Acknowledged Int'l Class: 41,44 First Use: September 12, 2012 Filed: December 23, 2012 Registered: February 18, 2014 Register Type: Principal Register	Int'l Class: 41, 44 (Int'l Class: 41) educational services, namely, conducting classes, workshops, seminars, and conferences in the field of rehabilitation and physical therapy and distribution of course material in connection therewith (Int'l Class: 44) medical and physical rehabilitation services and physical therapy services

Mark/R.N./S.N.	Status/Key Dates	Goods/Services
<u>IT'S ALL ABOUT U</u> RN: 4554240 SN: 85809890	Registered, April 3, 2021 Office Status: Section 8 & 15-Accepted and Acknowledged Int'l Class: 41,44 First Use: September 12, 2012 Filed: December 23, 2012 Registered: June 24, 2014 Register Type: Principal Register	Int'l Class: 41, 44 (Int'l Class: 41) Educational services, namely, conducting classes, workshops, seminars, and conferences in the field of rehabilitation and physical therapy and distribution of course material in connection therewith (Int'l Class: 44) Medical and physical rehabilitation services and physical therapy services
<u>Design Only</u>  RN: 4955860 SN: 86772316	Registered, May 10, 2016 Int'l Class: 41 First Use: August 29, 2014 Filed: September 29, 2015 Registered: May 10, 2016 Register Type: Principal Register	Int'l Class: 41 (Int'l Class: 41) Vocational guidance

### Registered U.S. Copyrights

Type of Work: Text

Registration Number / Date:  
TX0005336009 / 2001-07-10

Title: Rainbow Rehabilitation Centers brochure.

Description: 1 v. + 8 folders.

Copyright Claimant:  
Rainbow Rehabilitation Centers, Inc.

Date of Creation: 1997

Date of Publication:  
1997-04-01

Basis of Claim: New Matter: original work.

Names: Rainbow Rehabilitation Centers, Inc.