

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM726315

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|---|--|-----------------------|----------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| NRMI, LLC | | 04/13/2022 | Limited Liability Company: |
| RECEIVING PARTY DATA | | | |
| Name: | NATIONAL MENTOR HOLDINGS, INC. | | |
| Street Address: | 313 Congress Street | | |
| City: | Boston | | |
| State/Country: | MASSACHUSETTS | | |
| Postal Code: | 02210-1218 | | |
| Entity Type: | Corporation: DELAWARE | | |
| PROPERTY NUMBERS Total: 5 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3614163 | NEUROREHAB CAMPUS | |
| Registration Number: | 3638618 | RAINBOW INDUSTRIES | |
| Serial Number: | 85809891 | RAINBOW U | |
| Registration Number: | 4554240 | IT'S ALL ABOUT U | |
| Registration Number: | 4955860 | | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | | | |
| <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: | 414-277-5330 | | |
| Email: | Katrina.Balasko@quarles.com, Nicole.Renouard@quarles.com, tm-dept@quarles.com | | |
| Correspondent Name: | Nicole Renouard at Quarles & Brady LLP | | |
| Address Line 1: | 411 East Wisconsin Avenue, Suite 2400 | | |
| Address Line 4: | Milwaukee, WISCONSIN 53202-4428 | | |
| NAME OF SUBMITTER: | Katrina Balasko | | |
| SIGNATURE: | /Katrina Balasko/ | | |
| DATE SIGNED: | 05/06/2022 | | |
| Total Attachments: 7 | | | |
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ASSIGNMENT OF INTELLECTUAL PROPERTY

This ASSIGNMENT OF INTELLECTUAL PROPERTY (this “Assignment”), effective as of April 13, 2022 (the “Effective Date”), is entered into by and between NRMI, LLC, a Delaware limited liability company (“NRMI” or “Assignor”); and NATIONAL MENTOR HOLDINGS, INC., a Delaware corporation (“Assignee”) (each a “Party” and, collectively, the “Parties”).

WHEREAS, NRMI is the owner of all right, title, and interest and in, to, and under certain trademarks, and trademark-related rights, applications, and registrations identified on Schedule A, expressly including the goodwill of the business symbolized by the such trademarks (collectively, the “Trademarks”) and the copyrightable work and related application and registration listed on Schedule B (the “Copyright”);

WHEREAS, the Assignor wishes to transfer, assign, convey, and deliver all of Assignor’s right, title, and interest in, to, and under the Trademarks and the Copyrights (collectively, the “Assigned Intellectual Property”) to Assignee, including the goodwill of the businesses relating thereto; and

WHEREAS, Assignee desires to obtain all right, title, and interest in, to, and under the Assigned Intellectual Property, including the goodwill of the business relating thereto, and agrees to enforce, protect, and maintain rights in and to the Assigned Intellectual Property as it deems appropriate in exchange for such ownership.

NOW, THEREFORE, in consideration of \$1.00, the mutual promises herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Assignment of Trademarks. The Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor’s right, title, and interest in, to, and under the Trademarks, together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks, plus all claims and demands, if any, including all claims and demands for past infringement, that Assignor may have in connection with the Trademarks arising before and as of the date of this Assignment.

2. Assignment of Copyright. Assignor hereby irrevocably assigns, sells, grants, conveys and sets over to Assignee all Assignor’s right, title and interest in and to the Work, and all worldwide copyrights, copyright registrations and any renewals and extensions thereof and all derivative works for all territories of the world in perpetuity. Assignee’s rights in the Work shall include, but not be limited to: (a) unrestricted and exclusive reproduction rights throughout the world, without name credit for advertising, trade or any other lawful purpose; (b) the exclusive right throughout the world to protect the Works by copyrights in Assignee’s name and for its benefit, including the right to secure extensions and renewals of such copyrights in Assignee’s

name and for its benefit; (c) the right to alter or modify the Work in any way; (d) the right to license, distribute, assign or transfer any right, title, interest or copyright in the Work or otherwise dispose of the Work or any portion thereof for any purpose and in any manner; and (e) all subsidiary and derivative rights.

3. Assignor further irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of its other rights, title, and interest in, to, and under the Assigned Intellectual Property, including, without limitation:

(a) all rights of any kind whatsoever of the Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(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 no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Cooperation. The Assignor agrees to cooperate with Assignee so that Assignee may enjoy to the fullest extent the rights assigned hereunder. The Assignor agrees to execute and deliver any instruments and perform any acts which may be reasonably necessary and collectively requested by the Assignee to fully effectuate and record in any and all jurisdictions throughout the world the assignment of the rights, titles, and interests assigned to Assignee pursuant to this Assignment of Intellectual Property. The Assignor agrees to assist Assignee with all proceedings involving the Assigned Intellectual Property assigned hereunder, including but not limited to prosecution, maintenance, infringement suits, cancellation proceedings, and priority contests.

3. Successors and Assigns. The terms and provisions of this Assignment of Intellectual Property shall inure to the benefit of Assignee and its successors and assigns, and shall be binding on the Assignor and its legal representatives and any corporation(s) controlling the Assignor.

4. Applicable Law. This Agreement is made under the laws of the State of Delaware and shall be binding in all respects upon the Parties hereto, their officers, directors, stockholders, successors, assigns, employees, agents and all parties in privity with or claiming under them.

5. Severability. In the event that any provision of this Assignment of Intellectual Property is held unenforceable or invalid, so as to make it enforceable consistent with the Parties' manifest intentions or, if such limitation or construction is not possible or would be inconsistent

with the Parties' manifest intentions, such provision will be deemed stricken from this Agreement. In any such event, all other provisions of this Agreement will remain in full force and effect, unless such enforcement would result in an injustice or be inconsistent with the purposes of this Agreement.

6. Counterparts; Recitals. This Assignment of Intellectual Property may be executed in one or more counterparts, and by the different Parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. The recitals to this Assignment of Intellectual Property are incorporated herein and made a part of this Assignment of Intellectual Property.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have duly executed and delivered this Assignment of Intellectual Property as of the date first above written.

ASSIGNOR:

NRMI, LLC

By: William McKinney

Name: William McKinney

Title: Chief Executive Officer

ASSIGNEE:

NATIONAL MENTOR HOLDINGS, INC.


By: William McKinney

Name: William McKinney

Title: President and Chief Executive Officer

**SCHEDULE A
Trademarks**

| Mark/R.N./S.N. | Status/Key Dates | Goods/Services |
|--|---|--|
| NEUROREHAB CAMPUS 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 |
| RAINBOW INDUSTRIES 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 |
| RAINBOW 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 |
|---|---|--|
| IT'S ALL ABOUT 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 |
| Design Only  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 |

SCHEDULE B
Trademarks

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.