

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM763098

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Enhanced Recovery Company, LLC		10/03/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Enhanced Resource Centers LLC		
Street Address:	1st Street N		
Internal Address:	Suite 701		
City:	Jacksonville Beach		
State/Country:	FLORIDA		
Postal Code:	32250		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5169227	ERC	
CORRESPONDENCE DATA			
Fax Number:	9045986212		
<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:	904-598-6112		
Email:	krowe@sgrlaw.com		
Correspondent Name:	Katharine F. Rowe		
Address Line 1:	50 N. Laura Street		
Address Line 2:	Suite 2600		
Address Line 4:	Jacksonville, FLORIDA 32202		
NAME OF SUBMITTER:	Katharine F. Rowe		
SIGNATURE:	/Katharine F. Rowe/		
DATE SIGNED:	10/24/2022		
Total Attachments: 6			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("**Trademark Assignment**"), dated this 3rd day of October, 2022, is made by and between Enhanced Recovery Company, LLC ("**Assignor**"), a Delaware limited liability company, with an address at 8014 Bayberry Rd. Jacksonville, Florida 32256 and Enhanced Resource Centers LLC ("**Assignee**"), a Delaware limited liability company, with an address at 1st St. N., Suite 701 Jacksonville Beach, Florida 32250.

WHEREAS, in connection with the separation of Assignor of its business processing outsourcing services into Assignee in connection with and prior to the effectiveness of that certain Equity Purchase Agreement dated October 3, 2022 ("**Purchase Agreement**"), Assignor has agreed to sell, convey, transfer, deliver and assign to Assignee, any and all rights that Assignor has in the trademarks, service marks and trade names listed on **Exhibit A** attached hereto, including the United States Trademark Registration, Reg. No. 5169227 (collectively, the "**Marks**") pursuant to the that certain Plan of Division of Enhanced Recovery Company, LLC dated October 3, 2022 ("**Divestiture Agreement**").

NOW, THEREFORE, for good and valuable consideration (determined in the Divestiture Agreement), the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor hereby irrevocably conveys, transfers and assigns to Assignee, all of Assignor's right, title and interest in and to the Marks and in the following listed rights in connection therewith (cumulatively, the "**Assigned Rights**"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Rights:

(a) all trademark, service mark, trade name, logo, trade dress and other rights in the Marks and any applications or registrations therefor, including, without limitation, the federal trademark registration set forth on Exhibit A;

(b) all registrations for social media accounts/handles that incorporate any of the Marks that are registered by or for Assignor and all social media accounts/handles used by Assignor in its business (including without limitation, twitter, Facebook, Instagram, TikTok, YouTube, WhatsApp and LinkedIn), (together with all content and pages related thereto (the "**Social Media Accounts**"));

(c) The domain name registrations listed on Exhibit B (the “**Domain Name Registrations**”);

(d) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by any applicable law of any jurisdiction throughout the world; and

(e) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on 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. Recordation and Further Actions. Assignor authorizes the Commissioner for Trademarks of the USPTO and any other national, federal and state government officials to record and register this Trademark Assignment upon request by Assignee. Assignor shall execute any and all documents and take all other further actions as reasonably requested by Assignee to transfer ownership of the Assigned Rights including, but not limited to, assignments, transfers and related powers of attorney. Without limiting the foregoing, Assignor shall cooperate with Assignee and with Assignee’s reasonable instructions in order to effectuate the transfer of the Social Media Accounts and Domain Name Registrations in a timely manner, including by corresponding with any relevant social media and domain name registry to authorize and effectuate the transfer of such Social Media Accounts and Domain Name Registry, and executing any documentation required.

3. General.

(a) Entire Agreement. This Trademark Assignment constitutes the sole and entire agreement of the parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.

(b) Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

(c) Governing Law. All matters arising out of or relating to this Trademark Assignment shall be governed by and construed in accordance with the laws of the United States and 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).

(d) Counterparts. This Trademark 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 Trademark 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 Trademark Assignment.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor and Assignee have duly executed below and delivered this Trademark Assignment as of the date first above written to confirm their agreement to the foregoing.

Enhanced Recovery Company, LLC

DocuSigned by:
Samuel Rehm
By: 20AA368E6944497...
Name: Samuel Rehm
Title: President & CEO

Enhanced Resource Centers LLC

DocuSigned by:
Samuel Rehm
By: 20AA368E6944497...
Name: Samuel Rehm
Title: President & CEO

EXHIBIT A

ERC

Federal Registrations: ERC Reg. No. 5169227

All logos and designs and stylizations used therewith, including:



EXHIBIT B – DOMAIN NAME REGISTRATIONS

ercem.com
enhancedresource.com
enhancedresourcecenters.com
enhancedresourcecenter.com
ercoutsourcing.com