

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM785152

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FREEDOM HEALTHCARE OF AMERICA, LLC		12/29/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Addiction Campuses of Massachusetts, LLC		
Street Address:	6460 NW 5th Way		
City:	Ft. Lauderdale		
State/Country:	FLORIDA		
Postal Code:	33309		
Entity Type:	Limited Liability Company: MASSACHUSETTS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5232421	SWIFT RIVER	
Registration Number:	5274811	SWIFT RIVER	
CORRESPONDENCE DATA			
Fax Number:	4122091936		
<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:	4122974900		
Email:	iptrademark.dcg@dentons.com		
Correspondent Name:	Dentons Cohen & Grigsby P.C.		
Address Line 1:	625 Liberty Avenue		
Address Line 4:	Pittsburgh, PENNSYLVANIA 15222		
ATTORNEY DOCKET NUMBER:	033420.0007		
NAME OF SUBMITTER:	Michael E. Dukes		
SIGNATURE:	/michael e. dukes/		
DATE SIGNED:	02/07/2023		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT AGREEMENT

This **TRADEMARK ASSIGNMENT AGREEMENT** (the “Agreement”) is entered into as of December 29, 2022 (the “Effective Date”) by and between Freedom Healthcare of America, LLC (the “Assignor”) and Addiction Campuses of Massachusetts, LLC (“Assignee”), pursuant to the Membership Interest Purchase Agreement between Assignor and Assignee (collectively the “Parties”) and additional related companies, dated June 9, 2022 and subsequently amended (the “Purchase Agreement”).

WHEREAS, pursuant to Section 3.15(a) and Schedule 3.15(a)(ii) of the Purchase Agreement, Assignor agreed to convey, transfer and assign to Assignee, among other assets, certain intellectual property of Assignor, and Assignor has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent & Trademark Office;

WHEREAS, Assignor is in full possession of all right, title and interest in and to the trademarks and U.S. Trademark Registrations, associated common law rights, and all goodwill associated therewith, listed on Exhibit A attached hereto (the “Trademarks”), and Assignor desires to convey all right, title and interest, and all associated goodwill, in the Trademarks to Assignee; and

WHEREAS, Assignee desires to receive all right, title and interest, and associated goodwill, in and to the Trademarks.

NOW, THEREFORE, the Parties agree as follows:

1. Assignment. For good and valuable consideration set forth in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns, transfers and conveys to Assignee all of Assignor’s right, title and interest, and associated goodwill, in and to the following:

(a) the Trademarks set forth on Exhibit A hereto and all issuances, extensions and renewals thereof, together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

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

(c) 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 hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Trademark Assignment Agreement upon request by Assignee.

3. No Prior Transfers. Assignor represents and warrants that Assignor has not transferred or assigned any interest in the Trademarks to anyone other than Assignee, and that Assignor has not entered into any contract, assignment, or license conveying any right granted to Assignee hereunder that would otherwise conflict with this Assignment.

4. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Trademarks hereby assigned. The representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

5. Future Assistance. Assignor will, without additional charge to Assignee but at Assignee's expense, cooperate with and assist Assignee such that Assignee may realize and fully enjoy all the rights assigned hereunder, including the preparation and execution of all papers needed by Assignee, and providing such information and assistance as may reasonably be required by Assignee in any administrative or legal proceeding to obtain or protect such rights.

6. Successors and Assigns. This Assignment and each of its terms shall be binding on the Assignor, and its representatives, heirs and assigns, and shall inure to the benefit of Assignee, its successors, heirs and assigns.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed and delivered as of the Effective Date.

ASSIGNOR:

FREEDOM HEALTHCARE OF AMERICA, LLC

By: 

Name: Matthew Morgan

Title: CEO and President

ASSIGNEE:

ADDICTION CAMPUSES OF
MASSACHUSETTS, LLC

By: _____

Name: Eli Schwarcz

Title: President

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ASSIGNOR:

FREEDOM HEALTHCARE OF AMERICA, LLC

By: _____

Name: Matthew Morgan

Title: CEO and President

ASSIGNEE:

ADDICTION CAMPUSES OF
MASSACHUSETTS, LLC

By: Eli Schwarcz

Name: Eli Schwarcz

Title: President

EXHIBIT A

Country	Reg. No.	Reg. Date	App. No.	Filing Date	Mark
US	5,232,421	Jun. 27, 2017	87/245,934	Nov. 22, 2016	SWIFT RIVER
US	5,274,811	Aug. 29, 2017	87/245,902	Nov. 22, 2016	