

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM837929

<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>
First Care, LLC		07/15/2022	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	FPMCM, LLC		
<b>Street Address:</b>	6550 Carothers Pkwy, Suite 225		
<b>City:</b>	Franklin		
<b>State/Country:</b>	TENNESSEE		
<b>Postal Code:</b>	37067		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4992112	FIRST CARE	
<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>	amberzhang@paulhastings.com		
<b>Correspondent Name:</b>	Yiqun Zhang		
<b>Address Line 1:</b>	1117 S California Ave		
<b>Address Line 4:</b>	Palo Alto, CALIFORNIA 94304		
<b>NAME OF SUBMITTER:</b>	Yiqun Zhang		
<b>SIGNATURE:</b>	/Yiqun Zhang/		
<b>DATE SIGNED:</b>	09/08/2023		
<b>Total Attachments: 2</b>			
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## ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this “Agreement”) is made as of July 15, 2022, by and among FPMCM, LLC, a Delaware limited liability company (“Parent”), and First Care, LLC, a Delaware limited liability company (the “Company”, and collectively with Parent, the “Parties”).

WHEREAS, the Parties have entered into that certain Agreement and Plan of Merger (the “Merger Agreement”), dated as of the date hereof, pursuant to which the Company merged with and into First Care Merger Sub, LLC, a Delaware limited liability company and wholly-owned subsidiary of Parent (“Merger Sub”), and, as the surviving company of the Merger, the Company became a wholly-owned subsidiary of Parent;

WHEREAS, effective as of immediately following the Effective Time (as defined in the Merger Agreement) in anticipation of the dissolution of the Company, the Company distributed, transferred, assigned and delivered to Parent all of the Company’s right, title and interest in and to all of the Distributed Assets (as defined below) and the Assumed Liabilities (as defined below) (such distribution, transfer, assignment and delivery, the “Distribution”); and

WHEREAS, the Parties desire to enter into this Agreement to memorialize the assignment of the Distributed Assets to, and assumption of the Assumed Liabilities by, Parent in connection with the Distribution.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each party hereby agrees as follows:

1. **Assignment of Assets.** Effective immediately following the Effective Time (as defined in the Merger Agreement), the Company hereby conveys, transfers, assigns and delivers to Parent, and Parent accepts from the Company, all of the Company’s right, title and interest in and to all of the Company’s assets of any kind, including, without limitation, all goodwill and other intangible property (including, without limitation, U.S. Trademark Registration No. 4992112 and all goodwill associated therewith or symbolized thereby) (collectively, the “Distributed Assets”).

2. **Assumption of Liabilities.** Effective immediately following the Effective Time (as defined in the Merger Agreement), the Company hereby conveys, transfers, assigns and delivers to Parent, and Parent assumes from the Company, all liabilities and obligations of the Company arising from or related to the operation of the business of the Company as of and prior to the Effective Time (including, without limitation, any liability or obligation of the Company arising from or related to the Distributed Assets) (such liabilities and obligations, collectively, the “Assumed Liabilities”).

3. **Governing Law.** This Agreement shall in all respects be construed in accordance with and governed by the laws of the State of Delaware, disregarding conflicts of laws principles.

4. **Counterparts.** This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

*[Signature page follows]*

The Parties have executed this Agreement as of the date first set forth above.

**COMPANY:**

First Care, LLC

By: \_\_\_\_\_

DocuSigned by:  
Gregory F. Steil  
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Name: Gregory F. Steil

Title: Chief Executive Officer

**PARENT:**

FPMCM, LLC

By: \_\_\_\_\_

DocuSigned by:  
Gregory F. Steil  
E7EEEC7631B34C1...

Name: Gregory F. Steil

Title: Chief Executive Officer

*[Signature page to Assignment and Assumption Agreement]*