

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM851023

<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>
HCR Healthcare, LLC		11/01/2023	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Curo Health Services, LLC		
<b>Street Address:</b>	3350 Riverwood Parkway, Suite 1400		
<b>City:</b>	Atlanta		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30339		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 13</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	97922761	HEARTLAND HOSPICE CARE	
<b>Serial Number:</b>	97922764	HEARTLAND HOSPICE CARE	
<b>Registration Number:</b>	5064407	HEARTLAND HOSPICE	
<b>Registration Number:</b>	4314239	THE HEARTLAND EXPERIENCE	
<b>Registration Number:</b>	1300002	HEARTLAND	
<b>Registration Number:</b>	3026062	HEARTLAND	
<b>Registration Number:</b>	3709181	HEARTLAND CARE PARTNERS	
<b>Registration Number:</b>	3709182	HEARTLAND CARE PARTNERS	
<b>Registration Number:</b>	3603830	HEARTLAND ENRICHING LIFE.	
<b>Registration Number:</b>	3299315	HEARTLAND HOSPICE HOUSE	
<b>Serial Number:</b>	97922746	HEARTLAND HOME HEALTH CARE	
<b>Serial Number:</b>	97922759	HEARTLAND HOME HEALTH CARE	
<b>Registration Number:</b>	5064406	HEARTLAND HOME HEALTH	
<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>Phone:</b>	703.837.3932		
<b>Email:</b>	mpaul@stites.com		

OP \$340.00 97922761

**Correspondent Name:** Mari-Elise Paul  
**Address Line 1:** 400 W. Market St., Suite 1800  
**Address Line 4:** Louisville, KENTUCKY 40202

**NAME OF SUBMITTER:** Mari-Elise Paul

**SIGNATURE:** /mari-elise paul/

**DATE SIGNED:** 11/03/2023

**Total Attachments: 7**

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## TRANSFERRED INTELLECTUAL PROPERTY ASSIGNMENT

This TRANSFERRED INTELLECTUAL PROPERTY ASSIGNMENT (this “Assignment”), dated as of November 1, 2023, is made by and among HCR Healthcare, LLC, a Delaware limited liability company (“HCR Healthcare”), ProMedica Health System Inc., an Ohio nonprofit corporation (“ProMedica”), HCR Manor Care Services of Florida, LLC, a Florida limited liability company (“HCR Florida”), HCR Manor Care Services of Florida III, LLC, a Florida limited liability company (“HCR Florida III”), Heartland Hospice Services, LLC, an Ohio limited liability company (“Heartland Hospice”), Erie West Hospice and Palliative Care, Ltd., an Ohio limited liability company (“Erie West”), Heartland Home Care, LLC, an Ohio limited liability company (“Heartland Home Care”), In Home Health, LLC, a Minnesota limited liability company (“In Home Health”), and Visiting Nurse Hospice and Health Care, an Ohio nonprofit corporation (“Visiting Nurse Hospice”), and each of HCR Healthcare, HCR Florida, HCR Florida III, Heartland Hospice, Erie West, Heartland Home Care, In Home Health, and Visiting Nurse Hospice, (individually an “Assignor” and collectively, the “Assignors”), and Curo Health Services, LLC, a Delaware limited liability company (“Assignee”). All initially capitalized terms used but not otherwise defined in this Assignment will have the meanings ascribed to such terms in the Asset Purchase Agreement (defined below).

### WITNESSETH:

WHEREAS, Assignors and Assignee have entered into an Asset Purchase Agreement, dated as of February 17, 2023, as amended by that First Amendment to the Asset Purchase Agreement, dated as of September 11, 2023, as further amended by that Second Amendment to the Asset Purchase Agreement, dated as of September 29, 2023, as further amended by that Third Amendment to the Asset Purchase Agreement, dated as of October 31, 2023 (as the same may be further amended, modified, supplemented or restated from time to time, the “Asset Purchase Agreement”);

WHEREAS, pursuant to the Asset Purchase Agreement, each Assignor desires to sell, transfer, assign, convey, and deliver to the Assignee, and the Assignee desires to purchase, acquire, and accept from each Assignor, all of such Assignor’s right, title, and interest in and to, the Assigned IP (defined below); and

WHEREAS, this Assignment will be executed in connection with the Closing under the Asset Purchase Agreement, as required thereby.

NOW, THEREFORE, in consideration of the premises and covenants set forth herein and in the Asset Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

Section 1. Assignment. Each Assignor hereby sells, assigns, transfers, and delivers to Assignee all of the Transferred Intellectual Property listed on Exhibit A hereto (the “Assigned IP”), and the Assignee hereby purchases, acquires, and accepts from the Assignors, all of the Assignors’ right, title, and interest in and to the Assigned IP, including all (a) rights to collect fees, income, royalties, proceeds and other payments in connection therewith, (b) all rights to sue and recover for past, present, and future infringements, misappropriations or other violations of any Assigned IP against any Persons (regardless of whether or not such claims and causes of action have been asserted by any of the Assignors), and (c) rights to protection of interests in the foregoing under the Laws of all jurisdictions, including all registrations, renewals, extensions, combinations and applications for any of the rights referred to above in this Section 1. The Assignors authorize and request that the United States Patent and Trademark Office, the United States Copyright Office, and the corresponding entities or agencies in any states or foreign

countries or multinational authorities (as applicable), record this Assignment and update the applicable records to reflect the Assignee as assignee and owner of the entire right, title and interest in and to the Assigned IP. The Assignors agree to cooperate with the Assignee to carry out the procedures established by the applicable registrar for each Internet domain name included in the Assigned IP to effectuate transfer of the domain name registration for such Internet domain name from the Assignors to the Assignee.

Section 2. Governing Law; Jurisdiction. Section 9.09 of the Asset Purchase Agreement is hereby incorporated herein *mutatis mutandis*.

Section 3. Entire Agreement. Section 9.05 of the Asset Purchase Agreement is hereby incorporated herein *mutatis mutandis*. Except with respect to Section 5, in the event of any conflict or inconsistency between this Assignment and the Asset Purchase Agreement, the provisions of the Asset Purchase Agreement will control and prevail.

Section 4. Counterparts. Section 9.12 of the Asset Purchase Agreement is hereby incorporated herein *mutatis mutandis*.

Section 5. Further Assurances. Each Assignor further agrees to use commercially reasonable efforts to (i) execute all documents and (ii) do all such other things as may be necessary or appropriate to carry out the intent and/or purpose of this Assignment. In addition, and without limiting the generality of the foregoing, each Assignor further agrees, at the reasonable request of the Assignee or its successors in interest, to do all lawful acts which may be required for obtaining and enforcing the intellectual property rights in the Assigned IP to the extent feasible with the resources reasonably available to the Assignors.

[Signature pages follow]

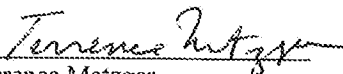
IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first above written.

**ASSIGNORS:**


**HCR Healthcare, LLC**

By:   
Name: Angela Brandt  
Title: President


**ProMedica Health System Inc.**

By:   
Name: Terrence Metzger  
Title: CFO


**HCR Manor Care Services of Florida, LLC**

By:   
Name: Justin Skiver  
Title: President

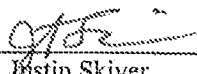
**HCR Manor Care Services of Florida III, LLC**

By:   
Name: Justin Skiver  
Title: President

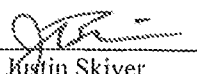
**Heartland Hospice Services, LLC**

By:   
Name: Justin Skiver  
Title: President

**Erie West Hospice and Palliative Care, Ltd.**

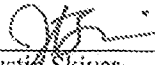
By:   
Name: Justin Skiver  
Title: President

**Heartland Home Care, LLC**

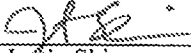
By:   
Name: Justin Skiver  
Title: President

[SIGNATURE PAGE TO TRANSFERRED INTELLECTUAL PROPERTY ASSIGNMENT]

**In Home Health, LLC**

By:   
Name: Justin Skiver  
Title: President

**Visiting Nurse Hospice and Health  
Care**

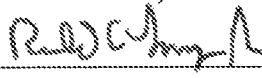
By:   
Name: Justin Skiver  
Title: President

*[Signatures Continue on Following Page]*

[SIGNATURE PAGE TO TRANSFERRED INTELLECTUAL PROPERTY ASSIGNMENT]

ASSIGNEE:

Curo Health Services, LLC

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

Name: Ronald C. Lazas, Jr.

Title: General Counsel and Corporate Secretary

[SIGNATURE PAGE TO TRANSFERRED INTELLECTUAL PROPERTY ASSIGNMENT]

**EXHIBIT A**

**Assigned IP**

1. Trademarks

Mark	Source	Owner Name	Class	Registration/ Serial Number	Registration/ Filing Date	Status
HEARTLAND HOSPICE CARE and Design	US	HCR Healthcare, LLC	44	97922761	05-MAY-2023	Pending
HEARTLAND HOSPICE CARE	US	HCR Healthcare, LLC	44	97922764	05-MAY-2023	Pending
HEARTLAND HOSPICE and Design	US	HCR Healthcare, LLC	44	5064407	18-OCT-2016	Registered; Section 8 &15 accepted
THE HEARTLAND EXPERIENCE	US	HCR Healthcare, LLC	44	4314239	02-APR-2013	Renewed
HEARTLAND	US	HCR HEALTHCARE, LLC	42	1300002	09-OCT-1984	Renewed
HEARTLAND and Design	US	HCR HEALTHCARE, LLC	44	3026062	13-DEC-2005	Renewed
HEARTLAND CARE PARTNERS	US	HCR HEALTHCARE, LLC	44	3709181	10-NOV-2009	Renewed
HEARTLAND CARE PARTNERS and Design	US	HCR HEALTHCARE, LLC	44	3709182	10-NOV-2009	Renewed
HEARTLAND ENRICHING LIFE.	US	HCR HEALTHCARE, LLC	44	3603830	07-APR-2009	Renewed
HEARTLAND HOSPICE HOUSE	US	HCR HEALTHCARE, LLC	44	3299315	25-SEPT-2007	Renewed
HEARTLAND HOME HEALTH	US	HCR Healthcare, LLC	44	97922746	05-MAY-2023	Pending



Mark	Source	Owner Name	Class	Registration/ Serial Number	Registration/ Filing Date	Status
CARE and Design						
HEARTLAND HOME HEALTH CARE	US	HCR Healthcare, LLC	44	97922759	05-MAY-2023	Pending
HEARTLAND HOME HEALTH and Design	US	HCR Healthcare, LLC	44	5064406	18-OCT-2016	Registered; Section 8 & 15 accepted
HEARTPRINT HOME CARE	NE	HEARTLAND HOME CARE, INC.	20 42	10159899	27-MAR-2012	Registered

2. Copyrights

Title	Owner	Reg Number	Reg Date
Home health nursing care plans : v. 1[-3] / Judy M. Figge	In Home Health, Inc.	TX0002370543	1988-03-18

3. Domain Names

- a. heartlandhealthservices.com
- b. heartlandhomecare.com
- c. heartlandhomehealthandhospice.com
- d. heartlandhomehealthcare.com
- e. heartlandhomenursing.com
- f. heartlandhospice.com
- g. heartlandhospice.org
- h. heartlandhospicefund.org
- i. heartlandhomehealth.com
- j. heartlandhomehealth.org