## TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
LAMH Investments, Inc.		01/28/2014	CORPORATION: OHIO

## **RECEIVING PARTY DATA**

Name:	PT Services Rehabilitation, Inc.	
Street Address:	2550 S. State Route 100	
City:	Tiffin	
State/Country:	ОНЮ	
Postal Code:	44883	
Entity Type:	CORPORATION: OHIO	

## PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	3403545	P.T. SERVICES REHABILITATION, INC.
Registration Number:	3383338	EXCELLENCE IN MOTION

#### **CORRESPONDENCE DATA**

900278622

**Fax Number**: 2163634588

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Phone: 216.225.3426

Email: trademark@beneschlaw.com

Correspondent Name: Duncan Poirier

Address Line 1: Benesch Friedlander Coplan & Aronoff LLP

Address Line 2: 200 Public Square

Address Line 4: Cleveland, OHIO 44114

ATTORNEY DOCKET NUMBER:	33173-11	
NAME OF SUBMITTER:	Duncan Poirier	

Signature: /Duncan Poirier/

REEL: 005203 FRAME: 0272

TRADEMARK

Date:	01/28/2014
Total Attachments: 3 source=Trademark transfer agreement - P.7 source=Trademark transfer agreement - P.7 source=Trademark transfer agreement - P.7	Γ. Services#page2.tif

TRADEMARK
REEL: 005203 FRAME: 0273

# TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Trademark Assignment"), effective the day of <u>January</u>, 2014 is made and entered into by LAMH Investments, Inc., an Ohio corporation (the "<u>Assignor</u>") in favor of PT Services Rehabilitation, Inc., an Ohio corporation (the "<u>Assignee</u>").

WHEREAS, Assignor owns all right, title and interests in and to the trademarks identified and set forth on the attached Schedule A, and all goodwill associated therewith (collectively, the "Marks");

WHEREAS, Assignee is the successor to the portion of Assignor's business to which the Marks in Schedule A pertain;

WHEREAS, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, all of Assignor's right, title and interest in and to the Marks and all goodwill associated with the Marks.

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

- 1. Assignor hereby irrevocably sells, conveys, assigns and transfers unto Assignee all of Assignor's right, title, and interest in and to the Marks, together with the goodwill of the business associated therewith, including, without limitation, all applications therefor, all rights that have accrued under common law, and all corresponding rights that are or may be secured under the laws of the United States for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Trademark Assignment has not been made, together with all rights to collect royalties, products and proceeds in connection with any of the foregoing and all rights to sue for past, present or future infringement, misappropriation, unfair competition, dilution and other violation of the foregoing, and all rights to recover damages, including lost profits, due or accrued, or receive injunctive relief in connection therewith, and all rights corresponding thereto worldwide.
- 2. Assignee may elect to record this Trademark Assignment with any trademark office, including the USPTO, and all costs and fees in connection with recording this Trademark Assignment shall be paid at the sole expense of the Assignee.
- 3. If necessary, Assignor shall provide Assignee, its successors and assigns, and their legal representatives such information, documents and assistance as reasonably necessary to effectuate the purposes of this Trademark Assignment, at Assignee's sole cost and expense.
- 4. This Trademark Assignment shall be governed by and construed in accordance with the laws of the State of Ohio.
- 5. This Agreement may be executed in counterparts all of which taken together will constitute one and the same agreement.

IN WITNESS WHEREOF, the undersigned has caused this Trademark Assignment to be executed in Assignor's name by Assignor's duly authorized officer as of the date first written above.

LAMH INVESTMENTS, INC.

Name: LARRY A. ADELS PERSER
Title: DEELIDENT

PT SERVICES REHABILITATION, INC.

By: Mark S. Somodi
Title: Free Line Divector

STATE OF Ohio

COUNTY OF <u>Senecal</u>

) ss:

LINDA K DEVAUGHN
Notary Public
In and for the Brate of Ohio
My Commission Expires
September 03, 2011

On this 30 day of January, 3014, before me appeared

Mark 5. Somodi, the person who signed this instrument, who acknowledged that she/he signed it as a free act on behalf of P.T. Services Reha with authority to do so.

# SCHEDULE A TO TRADEMARK ASSIGNMENT

Mark	Registration No.	Registration Date
P.T. Services Rehabilitation, Inc.	3403545	March 25, 2008
EXCELLENCE IN MOTION	3383338	February 12, 2008

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RECORDED: 01/29/2014