

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM507476

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Robert babb		01/25/2019	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Physical Therapy & Wellness Institute		
Street Address:	730 S. Broad Street		
City:	Lansdale		
State/Country:	PENNSYLVANIA		
Postal Code:	19446		
Entity Type:	Corporation: PENNSYLVANIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3181711	BODIES UNDER REPAIR	
CORRESPONDENCE DATA			
Fax Number:			
<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:	4125943916		
Email:	kbiedinger@tuckerlaw.com		
Correspondent Name:	Kristin Biedinger		
Address Line 1:	1500 One PPG Place		
Address Line 4:	Pittsburgh, PENNSYLVANIA 15222		
NAME OF SUBMITTER:	KRISTIN BIEDINGER		
SIGNATURE:	/KRISTIN BIEDINGER/		
DATE SIGNED:	01/28/2019		
Total Attachments: 1			
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OP \$40.00 3181711

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (the "Assignment") is made and entered into as of the 15 day of January, 2019 (the "Effective Date") by and between Robert Babb, an individual, with an address at 109 Clover Leaf Lane, North Wales, PA 19454 (the "Assignor"), and Physical Therapy & Wellness Institute, Inc., a Pennsylvania corporation, with an address at 730 S. Broad Street, Lansdale, Pennsylvania 19446 (the "Assignee"). Assignor and Assignee may be referred to herein as a "Party" or collectively as the "Parties."

WHEREAS, the Assignor is the owner of the mark "Bodies Under Repair" Registration Number 3181711 / Serial Number 78528084 filed on December 5, 2006 with the United States Patent and Trademark Office (the "Mark");

WHEREAS, the Assignor desires to assign all right, title and interest in and to the Mark, together with all goodwill arising from or relating thereto, to Assignee, and Assignee desires to acquire same;

NOW THEREFORE, in consideration of the promises and covenants set forth herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and with the intent to be legally bound hereby, the Parties hereby agree as follows:

1. Assignor agrees to assign and hereby does irrevocably assign, transfer, grant, deliver, sell, and convey to Assignee, all of the Assignor's right, title and interest in the United States and throughout the world, in and to the Mark, whether statutory or at common law, together with all goodwill arising from or related to the business symbolized by the Mark, the same to be held and enjoyed by Assignee for its own use and enjoyment, and for the use and enjoyment of its licensees, successors, assigns, and/or other legal representatives, including the right to sue for and receive all damages accruing from past, present and future infringement of the Mark, to be used as fully and entirely as such rights would have been held and enjoyed by the Assignor had this Assignment not been made.
2. Assignor agrees to sign all lawful papers, execute all applications, make all rightful oaths and take those actions reasonably requested to perfect Assignee's right, title and interest in the Mark.
3. Assignor hereby represents and warrants to Assignee that it has the full right to convey the Mark herein assigned, and Assignor has not, and agrees will not, make any other assignments, grant any licenses, enter into any co-existence agreement, or enter into any other contract that would conflict with this Assignment.
4. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States of America, or with respect to any foreign trademarks or service marks or applications or registrations for such marks the foreign equivalent as the case may be, to record Assignee as owner of the Mark and to issue any and all registrations, including renewals thereof, to Assignee, its successors, assigns, nominees or other legal representatives.
5. This Assignment constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any oral or written communications between the Parties. This Assignment may be executed in several counterparts and by each party on a separate counterpart, each of which, when so executed and delivered, shall be an original, but all of which together shall constitute but one and the same instrument. The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the Commonwealth of Pennsylvania, without giving effect to the principles of conflict of laws.

IN WITNESS WHEREOF, the parties hereto, with the intent to be legally bound hereby, have caused this Assignment to be duly executed as of the dates set forth above.

ASSIGNEE:

Physical Therapy & Wellness Institute, Inc.

By: Robert Babb
Name: _____
Title: President

ASSIGNOR:

Robert Babb
Name: Robert Babb