

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM539856

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Twin Boro Physical Therapy Associates, P.A.		08/23/2019	Corporation: NEW JERSEY
RECEIVING PARTY DATA			
Name:	Twin Boro Management, LLC		
Street Address:	1180 Raritan Road		
City:	Clark		
State/Country:	NEW JERSEY		
Postal Code:	07066		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5457716	TWIN BORO PHYSICAL THERAPY	
Registration Number:	5428281	ONE2FOUR	
Registration Number:	3849105	TWIN BORO PHYSICAL THERAPY	
CORRESPONDENCE DATA			
Fax Number:	9498519348		
<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:	9498510633		
Email:	ipdocketorangecounty@mwe.com		
Correspondent Name:	Sarah E. Bro - McDermott Will & Emery		
Address Line 1:	18565 Jamboree Road, Suite 250		
Address Line 2:	Suite 250		
Address Line 4:	Irvine, CALIFORNIA 92612		
ATTORNEY DOCKET NUMBER:	088541-0016		
NAME OF SUBMITTER:	Sarah E. Bro		
SIGNATURE:	/sarah e. bro/		
DATE SIGNED:	09/06/2019		
Total Attachments: 7			
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INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (the "Assignment") dated August 24, 2019, is by and between Twin Boro Physical Therapy Associates, P.A., a New Jersey professional association with a principal place of business at 1180 Raritan Road, Clark, New Jersey 07066 United States ("Assignor") and Twin Boro Management, LLC, a Delaware Limited Liability Company, with a principal place of business at 1180 Raritan Road, Clark, New Jersey 07066, United States ("Assignee"), each individually referred to as a "Party" and collectively referred to as the "Parties".

RECITALS

- A. Assignor is the owner of certain trademarks, common law trademarks, service marks, certification marks, collective marks, logos, symbols, slogans, trade dress, trade names (including social media corporate identifiers), corporate names, domain names, other source or business identifiers (and all translations, adaptations, derivations and combinations of the foregoing), including but not limited to the trademarks set forth on Schedule A hereto, together with the goodwill of the business associated therewith (collectively referred to as the "Marks");
- B. Assignor is the owner of certain copyrights in various works of authorship, including but not limited to software, promotional materials, marketing materials, photographs, and forms, (the "Copyrights"), including but not limited to the registered copyrights set forth on Schedule B hereto, and certain other proprietary rights, including, but not limited to, trade secrets, know-how, ideas, processes, concepts, confidential information, and technology, whether or not patentable or copyrightable, all of which are used in, or required for the operation of, the Assignor's business (the "Other Rights") (collectively, the "Marks," "Copyrights," and "Other Rights" are the "Intellectual Property");
- C. Assignor and Assignee are parties to a certain Equity Purchase Agreement to be executed on or around August 28, 2019, by and among Assignor, Assignee and certain other parties thereto (the "Equity Purchase Agreement"), pursuant to which Assignor has agreed to transfer all of its right, title and interest in and to the Intellectual Property to Assignee; and
- D. Assignor desires to assign all of its right, title and interest in and to the Intellectual Property to Assignee, and Assignee desires to acquire the Intellectual Property.

AGREEMENTS

For the good and valuable consideration set forth in the Equity Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

- 1. Assignor hereby sells, assigns, transfers, conveys and delivers to Assignee all right, title and interest, in and to the Intellectual Property, free and clear of all liens, in all countries throughout the world, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Intellectual Property Assignment had not been made, including but not limited to:

- a) All Marks;

- b) All Copyrights;
 - c) The right to prepare, modify, reproduce, distribute, sell, license, or transfer the Intellectual Property, any compilations including the Copyrights, and any derivative works based on the Copyrights;
 - d) All causes of action for any and all previously occurring infringement of the rights in the Intellectual Property being assigned, and the right to receive and retain the proceeds relating to those infringements;
 - e) The right to assign or license the Intellectual Property;
 - f) All incomes, proceeds, royalties, license fees, and other payments now or hereafter derived from exploitation of the Intellectual Property;
 - g) All rights to claims, causes of action or remedies related thereto and all causes of action heretofore accrued in Assignor's favor for past, present, and future infringement of the Intellectual Property; and
 - h) The right to sue for past and future damages and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives.
2. Assignor hereby requests the Commissioner for Trademarks at the United States Patent and Trademark Office (the "Commissioner"), the Register of Copyrights and Director of the U.S. Copyright Office (the "Director"), as well as his or her counterparts at the corresponding entities or agencies in any country or jurisdiction that may exercise authority over any of the Intellectual Property, to record this Assignment. Assignor hereby further requests the Commissioner, the Director, and his or her non-US counterparts to issue any and all trademark and copyright registrations resulting from applications among the Marks or Copyrights or derived therefrom to Assignee as assignee of the entire interest therein.
 3. This Assignment is in all respects subject to the provisions of the Equity Purchase Agreement and is not intended in any way to supersede, limit, qualify or expand any provision of the Equity Purchase Agreement.
 4. Upon reasonable request by Assignee, Assignor will execute further papers (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation) and to do such other acts as may be necessary or reasonably requested by Assignee to vest full title in and to all Intellectual Property in Assignee or which may be necessary to obtain, renew, issue or enforce the Intellectual Property.
 5. This Assignment may be executed in any number of counterparts (including by means of facsimile and electronically transmitted portable document format (pdf) signature pages), each of which shall be an original but all of which together shall constitute one and the same instrument.

6. This Assignment shall be governed by and construed in accordance with the domestic substantive laws of the State of Delaware, without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any other jurisdiction.
7. No amendment of any provision of this Assignment shall be valid unless the same shall be in writing and signed by Assignor and Assignee. No waiver by any party of any provision of this Assignment or any default or breach of covenant hereunder, whether intentional or not, shall be valid unless the same shall be in writing and signed by the party against whom the waiver is to be effective nor shall such waiver be deemed to extend to any prior or subsequent default or breach of covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.
8. This Assignment shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto, intending to be legally bound thereby, have executed this Assignment by their duly respective officers as of the date first written above.

Twin Boro Physical Therapy Associates, P.A

By: Laurence Bock
Name:
Title:

STATE OF New Jersey)
) ss.
COUNTY OF Essex)

On this 23rd day of August, 2019 before me personally appeared Laurence Bock, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument and, who being by me duly sworn did depose and say that he acknowledged said instrument to be his free act and deed.

{seal}

Notary Public Mark A. Forand
MARK A. FORAND
Attorney at Law State of New Jersey

Twin Boro Management, LLC

By: Laurence Bock
Name:
Title:

STATE OF New Jersey)
) ss.
COUNTY OF Essex)



On this 23rd day of August, 2019 before me personally appeared Laurence Bock, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument and, who being by me duly sworn did depose and say that he acknowledged said instrument to be his free act and deed.

{seal}

Notary Public Mark A. Forand
MARK A. FORAND
Attorney at Law State of New Jersey

SCHEDULE A

Marks

Mark/Name	App. No./ Reg. No.	Owner	Goods/Services
TWIN BORO PHYSICAL THERAPY & Design 	87/579,029 5,457,716	Twin Boro Physical Therapy Associates, P.A.	Class 44: Physical rehabilitation; Physical therapy
ONE2FOUR 	87/579,034 5,428,281	Twin Boro Physical Therapy Associates, P.A.	Class 44: Physical rehabilitation; Physical therapy
TWIN BORO PHYSICAL THERAPY	77/879,686 3,849,105	Twin Boro Physical Therapy Associates, P.A.	Class 44: Physical therapy

SCHEDULE B

Copyrights

Type of Work:	Text
Registration Number / Date:	TXu002080074 / 2017-08-22
Title:	One2Four Info Sheet.
Copyright Claimant:	Twin Boro Physical Therapy Associates, P.A. Address: 1180 Raritan Road, Clark, NJ, 07066, United States.
Date of Creation:	2017
Authorship on Application:	Twin Boro Physical Therapy Associates, P.A., employer for hire; Domicile: United States. Authorship: text, photograph(s)
Rights and Permissions:	David M. Perry, Blank Rome LLP, One Logan Square, 8th Floor, Philadelphia, PA, 19103-6998, United States, (215) 569-5767, perry@blankrome.com

Type of Work:	Text
Registration Number / Date:	TX0007145115 / 2009-11-24
Title:	TWIN BORO PHYSICAL THERAPY WEBSITE.
Copyright Claimant:	TWIN BORO PHYSICAL THERAPY ASSOCIATES, P.A. Address: 94 GREEN STREET, SUITE 101, WOODBRIDGE, NJ, 07095, United States.
Date of Creation:	2009
Date of Publication:	2009-11-11
Nation of First Publication:	United States
Authorship on Application:	TWIN BORO PHYSICAL THERAPY ASSOCIATES, P.A., employer for hire; Domicile: United States; Citizenship: United States. Authorship: text.
Rights and Permissions:	TWIN BORO PHYSICAL THERAPY ASSOCIATES, P.A., 94 GREEN STREET, SUITE 101, WOODBRIDGE, NJ, 07095, United States

Type of Work:	Text
Registration Number / Date:	TX0007145112 / 2009-11-24
Title:	TWIN BORO PHYSICAL THERAPY eNEWSLETTER.
Copyright Claimant:	TWIN BORO PHYSICAL THERAPY ASSOCIATES, P.A. Address: 94 GREEN STREET, SUITE 101, WOODBRIDGE, NJ, 07095, United States.
Date of Creation:	2009
Date of Publication:	2009-10-21
Nation of First Publication:	United States
Authorship on Application:	TWIN BORO PHYSICAL THERAPY ASSOCIATES, P.A., employer for hire; Domicile: United States; Citizenship: United States. Authorship: text.

Rights and Permissions:	TWIN BORO PHYSICAL THERAPY ASSOCIATES, P.A., 94 GREEN STREET, SUITE 101, WOODBRIDGE, NJ, 07095, United States
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