

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM546151

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	CONFIRMATORY TRADEMARK ASSIGNMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Advanced Patient Advocacy, LLC		10/08/2019	Limited Liability Company: MARYLAND
RECEIVING PARTY DATA			
Name:	Kemberton Healthcare Services, LLC		
Street Address:	501 Corporate Centre Drive		
Internal Address:	Suite 600		
City:	Franklin		
State/Country:	TENNESSEE		
Postal Code:	37067		
Entity Type:	Limited Liability Company: TENNESSEE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4193748	ADVOCATE 20/20	
Registration Number:	4335373	A ADVANCED PATIENT ADVOCACY HEALTHY RESU	
CORRESPONDENCE DATA			
Fax Number:	2027393001		
<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:	202.739.5085		
Email:	kiran.jassal@morganlewis.com, antonio.teixeira@morganlewis.com		
Correspondent Name:	Kiran Jassal		
Address Line 1:	1111 Pennsylvania Avenue, NW		
Address Line 2:	Attention: TMSU		
Address Line 4:	Washington, D.C. 20004-2541		
NAME OF SUBMITTER:	Kiran Jassal		
SIGNATURE:	/Kiran Jassal/		
DATE SIGNED:	10/22/2019		
Total Attachments: 4			
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CONFIRMATORY TRADEMARK ASSIGNMENT

This Confirmatory Trademark Assignment (“Assignment Agreement”) is made and entered into as of October 8, 2019 (the “Effective Date”), by and between Advanced Patient Advocacy, LLC, a Maryland limited liability company (“Assignor”), and Kemberton Healthcare Services, LLC, a Tennessee limited liability company (“Assignee”). Assignor and Assignee are sometimes referred to herein collectively as the “Parties.”

WHEREAS, Assignor was the owner of the marks set forth on Schedule A hereto (the “Marks”), and the goodwill associated with the Marks, and desired to assign all of Assignor’s right, title, and interest in and to the Marks along with the associated goodwill to the Assignee;

WHEREAS, the Parties entered into the Asset Purchase Agreement, dated August 16, 2019;

WHEREAS, through the Asset Purchase Agreement, Assignor transferred, among other things, all of its Intellectual Property (as defined in the Asset Purchase Agreement), including but not limited to the Marks and the associated goodwill; and

WHEREAS, the Parties wish to confirm the assignment of the Marks and the associated goodwill.


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

1. Assignor hereby confirms that it has sold, conveyed, transferred, assigned and delivered to Assignee, and Assignee acquired, and accepted from Assignor, all of Assignor’s right, title, and interest in, to, and under the Marks, including all goodwill associated therewith and all rights of action and remedies for past, present, and future infringements of any of the Marks, in each case, free and clear of all liens, the same to be held and fully enjoyed by Assignee, its successors, assigns and other legal representatives.
2. Assignor shall execute and deliver any and all instruments and documents and take such further actions as may be necessary or reasonably requested by Assignee to document and record with the appropriate authorities the aforesaid assignment and transfer of the Marks.
3. Assignor hereby authorizes and requests the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions, as applicable, and any other applicable governmental authority, to issue or transfer the Marks to Assignee, as assignee of the entire right, title, and interest therein or otherwise as Assignee may direct. Assignee shall have the right to record this Assignment Agreement with all applicable government authorities so as to perfect its ownership of the Marks.
4. This Assignment Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the date first written above.

Assignor:

ADVANCED PATIENT ADVOCACY,
LLC

By: 
Name: Kevin Groner
Title: CEO

[Signature Page to Confirmatory Trademark Assignment Agreement]

TRADEMARK
REEL: 006776 FRAME: 0557

Assignee:

**KEMBERTON HEALTHCARE
SERVICES, LLC**

By: 

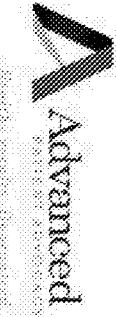
Name: George Abatjoglou

Title: Chief Executive Officer

[Signature Page to Confirmatory Trademark Assignment Agreement]

**TRADEMARK
REEL: 006776 FRAME: 0558**

Schedule A
Marks

Mark	Reg.	Status	State/Country	Filing Date	Reg. Date	Owner
ADVOCATE 20/20	4193748	Registered	United States of America	Dec. 07, 2011	Aug. 21, 2012	Advanced Patient Advocacy, LLC
	4335373	Registered	United States of America	Mar. 14, 2011	May 14, 2013	Advanced Patient Advocacy, LLC