

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM556214

<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>
Sea Side Palm Beach LLC		04/30/2018	Limited Liability Company: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Behavioral Health of the Palm Beaches, Inc.		
<b>Street Address:</b>	950 N. Federal Highway, Suite 115		
<b>City:</b>	Pompano Beach		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	33062		
<b>Entity Type:</b>	Corporation: FLORIDA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5500519	SEASIDE PALM BEACH	
<b>Registration Number:</b>	3960028	SEASIDE PALM BEACH	
<b>Registration Number:</b>	4312056	SEASIDE CENTER FOR WOMEN	
<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>Email:</b>	office@complexip.com		
<b>Correspondent Name:</b>	Kain Spielman P.A.		
<b>Address Line 1:</b>	900 SE 3rd Ave. Suite 205		
<b>Address Line 4:</b>	Ft. Lauderdale, FLORIDA 33316		
<b>NAME OF SUBMITTER:</b>	Darren Spielman		
<b>SIGNATURE:</b>	/darrenspielman/		
<b>DATE SIGNED:</b>	01/07/2020		
<b>Total Attachments: 2</b>			
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source=5451-02-Seaside-BHOPB-Assignment-ss#page2.tif			

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## TRADEMARK ASSIGNMENT

This Trademark Assignment (this "**Assignment**") is made effective as of April 30, 2018 (the "**Effective Date**"), by Sea Side Palm Beach LLC, a Florida Limited Liability company, with its principal place of business at 631 U.S. Highway 1, Suite 304 North Palm Beach FLORIDA 33408, ("**Assignor**") and Behavioral Health Of The Palm Beaches, Inc., a Florida Limited Liability company, with its principal place of business at 950 N. federal Highway, Suite 115 Pompano Beach, FL 33062 ("**Assignee**").

### RECITALS

- A. Assignor is the owner of the U.S. trademarks SEASIDE PALM BEACH, reg. no. 5500519 (for Addiction treatment services, namely, providing substance abuse and detox treatment services and rehabilitation of alcohol and drug addicted patients); SEASIDE CENTER FOR WOMEN, reg. no. 4312056 (for providing substance abuse and detox treatment services and rehabilitation of alcohol and drug addicted female patients); and SEASIDE PALM BEACH, reg. no. 3960028 (for Providing substance abuse and detox treatment services and rehabilitation of alcohol and drug addicted patients) (herein collectively the "**Trademarks**").
- B. For a long time prior to April 2018, (i) Assignor was commonly owned, in whole or in part, by Assignee's owners, and (ii) Assignor, through such common ownership and control, permitted Assignee to use SEASIDE as a tradename in connection with an addiction treatment and recovery facility at 631 U.S. Highway 1, North Palm Beach, FL provided that Assignor controlled the nature and quality of the services in connection with the Trademarks.
- C. For a long time prior to April 2018, Assignor and Assignee were related companies with respect to the SEASIDE trade name and the Trademarks.
- D. In April 2018, all of the membership units and/or shares of ownership from Assignee were transferred and sold by a Stock Purchase Agreement to the current owner or owners of Assignee. The Stock Purchase Agreement transferred all of the goodwill associated with the SEASIDE trade name and the Trademarks including, but not limited to, the fictitious name SEASIDE (see SEASIDE Fl. Reg. No. G16000099605).
- E. Assignee continues to operate the SEASIDE business and tradename as provided in the Trademarks.
- F. Assignee desires to confirm and obtain, and Assignor desires to confirm and transfer and assign to Assignee, all of Assignor's right, title and interest in and to the Trademarks according to the terms of this Assignment.

NOW, THEREFORE, in consideration of the covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1. Assignment. Assignor hereby sells, assigns, transfers and conveys to Assignee, its successors, assigns and legal representatives, and Assignee hereby assumes, the Assignor's entire worldwide right, title and interest in and to the Trademarks, including, without limitation, all associated goodwill, all common law rights, all rights of priority in any country as may now or hereafter be granted to it by law, all applications, renewals, registrations, substitutions, continuations, extensions and foreign counterparts thereof, and all other corresponding rights that

are or may be secured under the laws of the United States, any foreign country or jurisdiction or any multilateral organization, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, all claims for damages and the right to sue for, collect, settle or release any past, present or future infringement, misuse or misappropriation of any of the Trademarks, in each case 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 Assignment had not been made.

Section 2. Assistance. From time to time, as and when requested by Assignee, Assignor shall execute and deliver, or cause to be executed and delivered, all documents and instruments and shall take, or cause to be taken, all further or other actions as Assignee may reasonably deem necessary or desirable to consummate the transactions contemplated by this Assignment, including, executing and delivering to Assignee such assignments, deeds, bills of sale, consents, powers of attorney, declarations, affidavits and other instruments as Assignee or its counsel may reasonably request as necessary or desirable for such purpose.

Section 3. Counterparts. This Assignment may be executed in any number of original, facsimile or portable document format (pdf) counterparts, each of which when so executed and delivered shall be an original, but all of which together shall constitute one instrument.

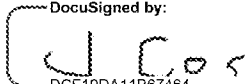
Section 4. GOVERNING LAW. THIS ASSIGNMENT WILL BE GOVERNED BY AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE SUBSTANTIVE LAWS OF THE STATE OF FLORIDA, WITHOUT GIVING EFFECT TO ANY CONFLICTS OF LAW RULE OR PRINCIPLE THAT MIGHT RESULT IN THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

Section 5. The parties confirm, warrant and represent that all of the recitals are true and correct and incorporate them hereunder.

IN WITNESS WHEREOF, the undersigned, being duly authorized action on behalf of Assignor and Assignee have executed this Assignment as of the Effective Date.

Sea Side Palm Beach LLC

Behavioral Health of the Palm Beaches, Inc.

DocuSigned by:  
  
Signature: \_\_\_\_\_  
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DocuSigned by:  
  
Signature: \_\_\_\_\_  
6227A3E5945A483...

Printed Name: Jack Coscia

Printed Name: Joseph Tuttle

Title: Managing Member

Title: Managing Member