

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM568449

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900540860		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ACAPELLA FRANCHISING LLC		03/13/2020	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	CARING PEOPLE TX OPERATING LLC		
Street Address:	4450 Tiffany Drive South		
City:	West Palm Beach		
State/Country:	FLORIDA		
Postal Code:	33407		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85880224	ACAPELLA IN HOME CARE	
CORRESPONDENCE DATA			
Fax Number:	5618609210		
<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:	5618609200		
Email:	alice.cleary@caringpeopleinc.com		
Correspondent Name:	Alice Cleary		
Address Line 1:	4450 Tiffany Drive South		
Address Line 4:	West Palm Beach, FLORIDA 33407		
NAME OF SUBMITTER:	Steven East		
SIGNATURE:	/Steven East/		
DATE SIGNED:	03/23/2020		
Total Attachments: 12			
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ACAPPELLA IN HOME CARE

ASSIGNMENT AND ASSUMPTION AGREEMENT

March 13, 2020

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this “**Agreement**”), dated as of the date hereof, is by and between Caring People TX Operating, LLC, a Delaware limited liability company (“**Buyer**”), and Acappella In Home Care, PLLC, a Texas professional limited liability company (“**Seller**”). Capitalized terms used and not otherwise defined shall have the meanings ascribed to them in the Purchase Agreement (as defined below).

WHEREAS, Seller and Buyer are parties to that certain Asset Purchase and Contribution Agreement (the “**Purchase Agreement**”) entered into as of the date hereof, by and among Seller, Buyer, Caring People Holdco, LLC, a Delaware limited liability company, Jo Alch, an individual, and Matt Alch, an individual, pursuant to which Buyer is acquiring the Purchased Assets, other than the Contributed Assets, and is assuming the Assumed Liabilities subject to the terms and conditions set forth in the Purchase Agreement.

NOW THEREFORE, in consideration of the mutual agreements contained in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

For value received, the undersigned Seller hereby sells, conveys, transfers, assigns and delivers to Buyer, effective as of the Closing, all of its right, title and interest in and to the Purchased Assets (other than the Contributed Assets), and Buyer hereby accepts from Seller, free and clear of all Liens other than Permitted Liens, all of Seller’s right, title and interest in and to the Purchased Assets (other than the Contributed Assets). It is expressly agreed that Seller will retain and Buyer will not acquire the Excluded Assets and nothing contained herein will constitute, or will otherwise be deemed to constitute, any assignment, conveyance, sale, grant or transfer, or any agreement to assign, convey, sell, grant or transfer, any right, title or interest in or to any Excluded Assets.

As partial consideration for the transfer, assignment and delivery of the Purchased Assets (other than the Contributed Assets) to Buyer, effective as of the Closing, Buyer hereby agrees to assume and agrees to pay, perform and discharge or cause to be paid, performed or discharged when due, all of the Assumed Liabilities. It is expressly agreed that other than the Assumed Liabilities, Buyer assumes no other liabilities from Seller, and Seller will, and will cause any successor to, retain the Excluded Liabilities.

This Agreement does not expand upon or limit the rights, obligations, representations, warranties and indemnifications provided in the Purchase Agreement or constitute a waiver or release by either party of any liabilities imposed on the other party by the terms of the Purchase Agreement. The assumption of the Assumed Liabilities by Buyer hereunder shall not enlarge any rights of third parties under contracts with Buyer or Seller or any of their respective Affiliates. Notwithstanding anything to the contrary set forth herein, if there is any conflict between the terms and conditions of this Agreement and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall control.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

This Agreement (including any claim or controversy arising out of or relating to this Agreement) shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to conflict of law principles that would result in the application of any law other than the laws of the State of Delaware.

This Agreement may be executed by the parties hereto in two or more separate counterparts, including by facsimile or PDF file, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by electronic delivery in .pdf format shall be as effective as delivery of a manually executed counterpart of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Assumption Agreement to be executed on the date first written above.

BUYER:

CARING PEOPLE TX OPERATING, LLC

By: 

Name: Steve East

Title: President and Chief Executive Officer

SELLER:

ACAPELLA IN HOME CARE, PLLC

By: _____

Name:

Title:

[Signature Page to Assignment and Assumption Agreement]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Assumption Agreement to be executed on the date first written above.

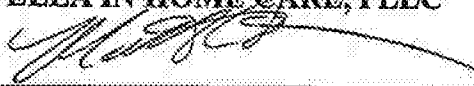
BUYER:

CARING PEOPLE TX OPERATING, LLC

By: _____
Name: Steve East
Title: President and Chief Executive Officer

SELLER:

ACAPELLA IN HOME CARE, PLLC

By:  _____
Name: Matt Alch
Title: Chief Financial Officer

ASSET PURCHASE AND CONTRIBUTION AGREEMENT

by and among

ACAPPELLA IN HOME CARE, PLLC
as Seller,

JO ALCH and MATT ALCH
as Owners,

CARING PEOPLE TX OPERATING, LLC
as Buyer,

AND

CARING PEOPLE HOLDCO, LLC
as Holdco

Dated as of March 13, 2020

ASSET PURCHASE AND CONTRIBUTION AGREEMENT

This ASSET PURCHASE AND CONTRIBUTION AGREEMENT is made and entered into as of March 13, 2020 by and among Acappella In Home Care, PLLC, a Texas professional limited liability company (“**Seller**”); Caring People TX Operating, LLC, a Delaware limited liability company (“**Buyer**”); Caring People Holdco, LLC, a Delaware limited liability company (“**Holdco**”); Jo Alch, an individual, and Matt Alch, an individual (each of Jo Alch and Matt Alch, an “**Owner**” and collectively, the “**Owners**”).

P R E A M B L E

WHEREAS, Seller is engaged in the Business (as defined below);

WHEREAS, Seller desires to contribute (the “**Contribution**”) a portion of the Purchased Assets (as defined below) representing the Contributed Assets (as defined below) to Holdco in exchange for 500,000 Class A Units of Holdco (collectively, the “**Rollover Securities**”) upon the terms and subject to the satisfaction of the conditions contained in this Agreement and in the Contribution Agreement to the LLC Agreement (as defined below); and

WHEREAS, Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, the remainder of the Purchased Assets (other than the Contributed Assets) in exchange for a cash payment, and the assumption by Buyer of certain specified Liabilities relating to the Business, upon the terms and subject to the conditions of this Agreement.

NOW, THEREFORE, in consideration of the premises and of the covenants made herein and of the mutual benefits to be derived herefrom, the parties hereto, intending to be legally bound, agree as follows:

ARTICLE 1

DEFINITIONS

1.1. **Definitions.** The following words and terms as used in this Agreement shall have the following meanings:

“**Accounts Receivable**” means all receivables (including notes, book debts and other amounts due or accrued, whether billed or unbilled), arising from or related to or in respect of the Business, whether or not in the ordinary course, together with any unpaid financing charges accrued thereon and the benefit of all security for such accounts receivable, notes and debts, including all receivables reflected in the Acquisition Balance Sheet.

“**Action**” means any claim, action, suit, demand, litigation, arbitration, proceeding (including any civil, criminal, administrative, investigative, enforcement or appellate proceeding), investigation, audit, examination, complaint, governmental inquiry, or hearing commenced, brought, conducted or heard by or before any Governmental Authority or arbitrator.

“**Affiliate**” of any Person shall mean any Person directly or indirectly (through one or more intermediaries) controlling, controlled by or under common control with such Person. With reference to a specified natural Person, “Affiliate” shall include any family member of such natural Person. For

to Holdco, and the execution, delivery and performance of and compliance with this Agreement and all other Transaction Documents.

“**Contract**” means any contract, agreement, indenture, note, bond, instrument, lease, conditional sales contract, mortgage, license, franchise agreement, concession agreement, insurance policy, security interest, guaranty, binding commitment or other agreement or arrangement, whether written or oral.

“**Contributed Assets**” means the portion of the Purchased Assets owned by Seller described on Schedule 1.1 attached hereto.

“**Contribution Amount**” means \$500,000.

“**CP Employment**” means CP Employment Services Company, Inc., a Delaware corporation, and an Affiliate of Buyer.

“**Effective Time**” means 12:01 a.m. Central Standard Time on the Closing Date.

“**Environmental Laws**” means all foreign, federal, state and local laws, regulations, ordinances, decrees and orders relating to the environment, health and safety, including regulation of Hazardous Substances or any other material or substance which constitutes a material health, safety or environmental hazard to any person or property, including the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, and the Resource Conservation and Recovery Act of 1980, as amended.

“**ERISA**” means the Employee Retirement Income Security Act of 1974, as amended.

“**Fraud**” means a false representation or omission of a material fact in making a representation or warranty set forth in this Agreement or in any of the certificates delivered pursuant to Section 3.2(a)(iv), Section 3.2(b)(viii) and Section 3.2(b)(ix) that constitutes Delaware common law fraud.

“**GAAP**” means generally accepted accounting principles in the United States, consistently applied.

“**Governmental Authority**” means any government, any governmental or quasi-governmental entity, department, commission, board, bureau, agency or instrumentality, and any court, tribunal or judicial body, in each case whether federal, state, county, provincial, local or foreign.

“**Government Programs**” means the Medicare, Medicaid, TRICARE, Medicaid waiver, Medicaid and Medicare Managed Care programs and all other similar federal, state or local reimbursement or governmental health care programs.

“**Governmental Order**” means any order, judgment, injunction, decree, stipulation or determination issued or entered by or with any Governmental Authority of competent jurisdiction.

“**Hazardous Substances**” means any solid, liquid or gaseous material, alone or in combination, mixture or solution, which is defined, listed or identified as hazardous (whether a substance, material or waste), “toxic,” “pollutant” or “contaminant” pursuant to Environmental Laws,

(e) Whenever anything is required to be done or any action is required to be taken hereunder on or by a day, which is not a Business Day, then such thing may be validly done and such action may be validly taken on or by the next succeeding day that is a Business Day.

(f) The terms “include”, “includes” and “including” mean including without limiting the generality of any description preceding such term, and, for purposes of this Agreement, the parties hereto agree that the rule of ejusdem generis shall not be applicable to limit a general statement, which is followed by or referable to an enumeration of specific matters, to matters similar to the matters specifically mentioned.

ARTICLE 2

PURCHASE AND SALE; CONTRIBUTION

2.1. Sale and Purchase and Contribution of the Assets. Subject to the terms and conditions of this Agreement, at the Closing, Seller shall irrevocably sell, transfer, convey, assign and deliver to Buyer (and Holdco, with respect to the Contributed Assets), free and clear of all Liens other than Permitted Liens, and Buyer (and Holdco, with respect to the Contributed Assets) shall accept from Seller, all right, title and interest in and to all of Seller’s tangible and intangible rights, properties and assets of every nature, kind and description, wherever located, whether arising by Contract, Law or otherwise, and whether or not carried or reflected on the books and records of Seller, in each case to the extent used in or related to the Business, except for the Excluded Assets (collectively, the “**Purchased Assets**”). Without limiting the generality of the foregoing, the Purchased Assets shall include all of Seller’s rights, title and interest in the following:

(a) Subject to Section 7.1, to the extent assignable, all rights under any Contracts to which Seller is a party relating to the Business, including those Contracts set forth on Schedule 2.1(a) (other than this Agreement and the Contracts executed pursuant hereto or contemplated hereby) (the “**Assumed Contracts**”);

(b) All Accounts Receivable;

(c) All inventory and supplies, whether in the possession of Seller or a third party;

(d) All furniture, fixtures, equipment and machinery, including those items listed on the asset register attached hereto as Schedule 2.1(d);

(e) All Proprietary Rights;

(f) Subject to Section 2.2(d), all books and records, files and operating data relating to the Business, Purchased Assets or the Assumed Liabilities;

(g) To the extent transferrable under applicable Law, all Permits used in the operation of the Business or required for the use of the Purchased Assets and all rights thereunder (the “**Assignable Permits**”);

(h) All rights, claims, causes of actions, credits, rights of set-off and suits that Seller has or may have against third parties relating to the Business, the Purchased Assets or the Assumed Liabilities;

- (i) All prepaid expenses of the Business;
- (j) The goodwill associated with the Business; and
- (k) If any, to the extent legally assignable, and except for any rights arising from any Laws, all rights of Seller pursuant to any confidentiality and/or restrictive covenant agreements related to the Business and the Purchased Assets with current and former employees, independent contractors and consultants.

2.2. Excluded Assets. Notwithstanding the foregoing and without limitation, the Purchased Assets shall not include any of the following (“**Excluded Assets**”), all of which shall remain the exclusive property of Seller:

- (a) All cash and cash equivalents, bank account balances and certificates of deposit of Seller;
- (b) All Contracts set forth on Schedule 2.2(b);
- (c) All Permits that are not Assignable Permits;
- (d) The corporate seals, certificates of formation, operating agreement (if any), minute books, equity books, Tax Returns, books of account or other records relating solely to the organization, Taxes and finances of Seller; provided, however, that copies of the foregoing items relating to the operation of the Business shall be provided by Seller to Buyer;
- (e) Any rights of Seller under this Agreement or under any Contract executed or entered into pursuant hereto;
- (f) All of Seller’s Tax Returns (and any work papers related thereto) and all claims of Seller or any of its Affiliates for any refunds of or loss carry forwards or credits with respect to (i) Taxes imposed by any applicable Laws on Seller, the Owners or their Affiliates, or any combined, unitary, or consolidated group of which any of the foregoing is or was a member; and (ii) Taxes allocable to Seller pursuant to this Agreement (including Taxes imposed on or with respect to the ownership or operation of the Excluded Assets prior to the Closing Date);
- (g) All claims, rights and causes of action of Seller against third parties to the extent relating solely to any other Excluded Assets;
- (h) Any and all employee benefit plans of any kind and nature whatsoever, including the Benefit Plans;
- (i) All original copies of personnel records that Seller is required by Law to retain in its possession;
- (j) All current and prior insurance policies of Seller and all rights of any nature with respect thereto, including, except as may otherwise be provided in this Agreement, all insurance recoveries thereunder and rights to assert claims with respect to any such insurance recoveries; and
- (k) The other assets listed on Schedule 2.2(k) attached hereto.

2.3. Assumed Liabilities. Upon the terms and subject to the satisfaction of the conditions set forth herein, and as partial consideration for the transfer, assignment and delivery of the Purchased Assets to Buyer, at the Closing, Seller shall assign to Buyer, and Buyer shall assume from Seller, only the following Liabilities and obligations of Seller to the extent relating to the Business which accrue and are to be performed from and after the Closing Date (collectively, clauses (a) through (c) are the “**Assumed Liabilities**”):

(a) All Liabilities of Seller under the Assumed Contracts, but only with respect to performance obligations arising after the Effective Time; for clarity, such Liabilities shall not include those Liabilities that (i) but for a breach or default by Seller, would have been paid, performed or otherwise discharged on or prior to the Closing Date or (ii) otherwise arise out of any breach or default by Seller;

(b) All Liabilities arising out of or related to Buyer’s failure to offer to employ or hire any Seller Employee as permitted by this Agreement plus Liabilities for accrued vacation and paid time off accumulated by applicable Hired Employees in accordance with the Seller’s pre-Closing written policies with respect to accrued vacation and paid time off, in the amounts listed on Schedule 2.3(b) (the “**Covered PTO Amount**”); and

(c) All current Liabilities of Seller listed, and in the amounts listed, on Schedule 2.3(c) and included within the calculation of the Net Working Capital Amount.

It is understood and agreed that nothing in this Section 2.3 shall constitute a waiver or release of any claims arising out of the contractual relationships between Seller and Owners, on the one hand, and Buyer or Holdco, on the other hand. The assumption of the Assumed Liabilities by Buyer hereunder shall not enlarge any rights of third parties under Contracts with Buyer or Seller or any of their respective Affiliates.

2.4. Excluded Liabilities. The Assumed Liabilities shall specifically exclude, and Buyer does not and shall not assume or be obligated to pay, perform, discharge or in any way be responsible for, all Liabilities of Seller or its Affiliates other than the Assumed Liabilities (collectively, the “**Excluded Liabilities**”), and Seller shall pay, satisfy or otherwise discharge all Excluded Liabilities in due course. Without limiting the generality of the foregoing, and notwithstanding anything in Section 2.3 to the contrary, the Excluded Liabilities shall include:

(a) All Liabilities of Seller under this Agreement and any Contract executed pursuant hereto or contemplated hereby;

(b) All Liabilities in connection with, resulting from or arising out of, directly or indirectly, the ownership of the Purchased Assets or the operation of the Business prior to the Effective Time, other than the Assumed Liabilities;

(c) All Liabilities arising by reason of a default or breach by Seller or any of its Affiliates of an Assumed Contract;

(d) Seller Indebtedness that is not paid off at Closing;

(e) Any Liability or obligation for (A) any Tax of Seller or any Owner with respect to any Taxable period (or portion thereof), whether before or after the Closing Date, (B) any Taxes