

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

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SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900539789		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AMR Care Group Inc.		01/27/2020	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	Caring People NY Operating, LLC		
Street Address:	4450 Tiffany Dr. S		
City:	West Palm Beach		
State/Country:	FLORIDA		
Postal Code:	33407		
Entity Type:	Limited Liability Company: NEW YORK		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5630227	AMR CARE GROUP	
Registration Number:	5406957	CULTURED COMPANIONS	
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:	6465393685		
Email:	ip@msf-law.com		
Correspondent Name:	Susan M. Schlesinger		
Address Line 1:	125 Park Avenue, 7th Floor		
Address Line 4:	New York, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	5495-18		
NAME OF SUBMITTER:	Susan M. Schlesinger		
SIGNATURE:	/Susan M. Schlesinger/		
DATE SIGNED:	06/16/2020		
Total Attachments: 5			
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ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS (this "Trademark Assignment"), dated as of January 27, 2020, is entered into by and among each of AMR Care Group Inc. ("Assignor") and Caring People NY Operating, LLC ("Assignee"). Capitalized terms used herein and not otherwise defined in this Domain Name Assignment shall have the meanings ascribed to them in the Asset Purchase and Contribution Agreement dated January 27, 2020 by and among Assignor and Assignee (the "Purchase Agreement").

WHEREAS, Assignor is the owner of all right, title, interest, and goodwill in and to the trademarks, trademark registrations and applications listed in the attached Schedule A (the "Trademarks"); and

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to convey, transfer, assign, sell and deliver its entire right, title and interest in and to the Trademarks to Assignee.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein and in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. Assignment. Assignor hereby irrevocably conveys, transfers, assigns, sells and delivers to Assignee, absolutely and forever, its entire right, title, and interest in the United States and throughout the world, in and to the Trademarks, 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. Assignor does further consent to the recordation of this Trademark Assignment with any governmental agency.

2. Recordation. Assignor hereby authorizes, and agrees to execute appropriate requests to, the Commissioner for Trademarks of the United States Patent and Trademark Office and any other national, federal, and state government officials to record and register this Trademark Assignment upon request by Assignee. Assignor agrees to (a) execute all oaths, assignments, applications, and other papers and documents necessary to fully secure to Assignee the right, title and interest conveyed herein and to perfect such right, title, and interest in and to Assignee, its successors, assigns, and legal representatives and (b) take such further actions as may be reasonably requested by Assignee in order to carry out the provisions and purposes of this Trademark Assignment including, without limitation, to execute one or more further assignments covering the Trademarks in a form acceptable for recordation in the United States Patent and Trademark Office or any applicable foreign equivalent.

3. Governing Law. This Trademark Assignment shall be governed by and construed in accordance with the domestic laws of the State of New York without giving effect to any choice of law or conflict of laws provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New York.

4. Counterparts. This Trademark Assignment may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal E-SIGN Act of 2000, e.g., www.docuSign.com) or

other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

5. Relation to Purchase Agreement. This Trademark Assignment is executed pursuant to, in furtherance of and is subject to, the terms and conditions of the Purchase Agreement. This Trademark Assignment shall not replace, substitute, expand or extinguish any obligation or provision of the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall control.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as of the date first written above.

ASSIGNOR:
AMIR CARE GROUP, INC.

By: _____
Its: _____

ASSIGNEE:
CARING PEOPLE NY OPERATING, LLC

By: _____
Its: _____

STATE OF _____)
) SS:
COUNTY OF _____)

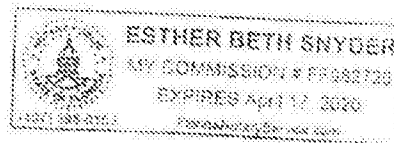
On the _____ day of _____ in the year 2020 before me, the undersigned, a notary public in and for said state, personally appeared _____, proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of whom the individual acted, executed the instrument.

Notary Public

STATE OF Florida)
) SS:
COUNTY OF Duval County)

On the 25th day of JANUARY in the year 2020 before me, the undersigned, a notary public in and for said state, personally appeared _____, proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of whom the individual acted, executed the instrument.

Esther Beth Snyder
Notary Public



IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as of the date first written above.

ASSIGNOR:
AMR CARE GROUP INC

By: [Signature]
Its: President

ASSIGNEE:
CARING PEOPLE NY OPERATING, LLC

By: _____
Its: _____

STATE OF _____)
) ss:
COUNTY OF _____)

STATE OF _____)
) ss:
COUNTY OF _____)

On the 29 day of January in the year 2020 before me, the undersigned, a notary public in and for said state, personally appeared Ashley Ann Kowitz-Recht, proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of whom the individual acted, executed the instrument.

On the _____ day of _____ in the year 2020 before me, the undersigned, a notary public in and for said state, personally appeared _____, proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of whom the individual acted, executed the instrument.

[Signature]
Notary Public

Notary Public

ANTHONY A. PEARL, ESQ.
NOTARY PUBLIC, STATE OF NEW YORK
QUALIFIED IN NASSAU COUNTY
REG. NO. 02PE6041473
COMM. EXPIRES 4 / 3 / 2022

SCHEDULE A

MARKS

TRADEMARK	COUNTRY	DATE ISSUED/FILED	REGISTRATION NO.
AMR CARE GROUP	U.S.	December 18, 2018	5630227
CULTURED COMPANIONS	U.S.	December 5, 2017	5406957