

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM598736

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DCTLawrence, Inc.	FORMERLY Family Resource Home Care, Inc.	09/06/2020	Corporation: WASHINGTON
RECEIVING PARTY DATA			
Name:	Geras LLC		
Street Address:	10700 Meridian Avenue N.		
Internal Address:	Suite 215		
City:	Seattle		
State/Country:	WASHINGTON		
Postal Code:	98133		
Entity Type:	Limited Liability Company: WASHINGTON		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2820928	FAMILY RESOURCE HOME CARE	
Registration Number:	4605009	FAMILYRESOURCE HOMECARE	
CORRESPONDENCE DATA			
Fax Number:	3129847700		
<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:	312-372-2000		
Email:	ipdocketmwe@mwe.com, jmikulina@mwe.com, zbeal@mwe.com, ipdocketchicago@mwe.com		
Correspondent Name:	Jennifer M. Mikulina		
Address Line 1:	444 West Lake Street, Suite 4000		
Address Line 2:	McDermott Will & Emery LLP		
Address Line 4:	Chicago, ILLINOIS 60606-0029		
ATTORNEY DOCKET NUMBER:	076792-0168		
NAME OF SUBMITTER:	Jennifer M. Mikulina		
SIGNATURE:	/Jennifer M. Mikulina/		
DATE SIGNED:	09/21/2020		
Total Attachments: 5			

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this “*Assignment*”), dated as of September 6, 2020, is made by and between **DCTLawrence, Inc. (f/k/a Family Resource Home Care, Inc.)**, a Washington corporation (“*Assignor*”), and Geras LLC, a Washington limited liability company (“*Assignee*”).

NOW THEREFORE, the parties hereby agree as follows:

1. **Assignment.** Pursuant to a certain Bill of Sale Assignment And Conveyance of Assets dated effective as of January 1, 2018 between Assignor and Assignee, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor irrevocably conveyed, transferred and assigned, and to the extent still necessary to effectuate such conveyance, hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee assumed, and to the extent still necessary to effectuate such conveyance, hereby assumes, effective January 1, 2018, all of Assignor’s right, title and interest in and to (i) those trademark registrations identified and set forth on Schedule 1 attached hereto, including all common law rights associated therewith, and (ii) all issuances, extensions and renewals thereof, in each case whether arising under the laws of the United States, any other country, or any treaty regime (collectively, items (i) and (ii) are referred to herein as the “*Assigned Trademark Rights*”), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademark Rights. The preceding assignment further includes the right to any and all future royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any of the Assigned Trademark Rights (after the date hereof) as well as any and all past, current, and future claims and causes of action against third parties arising from or with respect to any of the Assigned Trademark Rights, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, current and future infringement, dilution, misappropriation, violation, misuse, breach or default throughout the world, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. **Recordation and Further Actions.** Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and similar governmental and registration authorities to record and register this Assignment upon request by Assignee. Following the date hereof, Assignor shall take such reasonable and necessary steps and actions, and provide such reasonable and necessary cooperation and assistance to Assignee and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, exhibits, assignments, or other documents, as may be reasonably necessary to effect, evidence or perfect the assignment of the Assigned Trademark Rights to Assignee, or any assignee or successor thereto as contemplated by the Purchase Agreement and this Assignment. All reasonable expenses incurred by Assignor in providing such cooperation shall be reimbursed by Assignee within ten (10) days of receipt of a written request for such reimbursement and appropriate documentation of such expenses.

3. **Successors and Assigns.** This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

4. **Third Party Beneficiaries.** Nothing in this Trademark Assignment is intended to or shall confer upon any Person other than the parties and their respective successors and assigns, any rights, benefits, or remedies of any nature whatsoever under or by reason of this Trademark Assignment or any transaction contemplated by this Trademark Assignment.

5. **Governing Law.** This Trademark Assignment and the rights and obligations of the parties shall be governed by and shall be enforced and interpreted in accordance with the laws of the State of Washington, without regard to conflicts of law doctrines.

6. **Counterparts.** This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Copies (facsimile or original) of signatures to this Trademark Assignment shall be deemed to be originals and shall be binding to the same extent as original signatures.

[signatures contained on following page]

IN WITNESS WHEREOF, Assignor and Assignee have duly executed and delivered this Trademark Assignment effective as of the date first written above.

ASSIGNOR:

DCTLAWRENCE, INC. (f/k/a FAMILY
RESOURCE HOME CARE, INC.)

By: *David Lawrence*

Name: David Lawrence

Title: President

ASSIGNEE:

GERAS LLC

By: _____

Name: Jeffrey T. Wiberg

Title: Manager

[Signature page to Trademark Assignment]

IN WITNESS WHEREOF, Assignor and Assignee have duly executed and delivered this Trademark Assignment effective as of the date first written above.

ASSIGNOR:

DCTLAWRENCE, INC. (f/k/a FAMILY
RESOURCE HOME CARE, INC.)

By: _____
Name: David Lawrence
Title: President

ASSIGNEE:

GERAS LLC

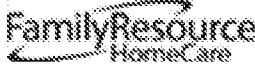
By: _____
Name: Jeffrey T. Wiberg
Title: Manager

[Signature page to Trademark Assignment]

SCHEDULE 1

Assigned Trademarks

- FAMILY RESOURCE HOME CARE
 - RN: 2820928
 - SN: 76491668

- FAMILYRESOURCE HOMECARE and Design
 - The logo for FamilyResource HomeCare features the words "FamilyResource" in a large, bold, sans-serif font, with "HomeCare" in a smaller font directly below it. A stylized graphic element, resembling a house or a protective shield, is positioned behind the text, partially overlapping the letters.
 - RN: 4605009
 - SN: 86185567