

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM603773

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	11/27/2019		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Thrive Counseling, LLC		11/27/2019	Limited Liability Company: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	Thriveworks Franchising, LLC		
Street Address:	1000 Jefferson Street		
Internal Address:	Suite 2C		
City:	Lynchburg		
State/Country:	VIRGINIA		
Postal Code:	24504		
Entity Type:	Limited Liability Company: VIRGINIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4972608	PAIR	
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:	804-784-4427		
Email:	rvanorden@gavinlawoffices.com, admin@gavinlawoffices.com, pgavin@gavinlawoffices.com, creigel@gavinlawoffices.com		
Correspondent Name:	Pamela C. Gavin		
Address Line 1:	2229 Pump Rd		
Address Line 4:	Richmond, VIRGINIA 23233		
NAME OF SUBMITTER:	Rina Van Orden		
SIGNATURE:	/Rina Van Orden/		
DATE SIGNED:	10/19/2020		
Total Attachments: 4			
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ASSIGNMENT OF TRADEMARKS/SERVICE MARKS, ACCOMPANYING REGISTRATIONS AND GOODWILL

This Assignment of Trademarks/Service Marks and Accompanying Registrations and Goodwill (this "Assignment") is entered into as of November 27, 2019 (the "Effective Date"), by and between Thrive Counseling LLC, a Massachusetts limited liability company (the "Assignor"), and Thriveworks Franchising, LLC, a Virginia limited liability company (the "Assignee"), in accordance with the terms of that certain Membership Interest Purchase Agreement dated as of November 27, 2019, by and between Assignor and Assignee (the "MIPA"). Capitalized terms used in this Assignment and not otherwise defined herein shall have the meanings ascribed in the MIPA.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and set over to Assignee, all of Assignor's worldwide rights, title and interest in and to the trademark listed on Exhibit A attached hereto (the "Mark"), the applications and registrations therefor, any issuances, renewals or extensions of such registrations, any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable, and all rights therein and thereto provided by any applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world, together with the goodwill of the business in connection with which the Mark is used and which is symbolized by the Mark, and the resulting right to recover damages, profits, restitution and injunctive and other legal and equitable relief for past, present, or future infringements or unauthorized uses thereof, with the right to sue for and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made.

Notwithstanding anything to the contrary contained herein, the terms of this Assignment are subject to the terms, provisions, conditions and limitations set forth in the MIPA, and this Assignment is not intended to alter the rights or obligations of the parties to the MIPA. In the event of any inconsistencies between the terms of this Assignment and the terms of the MIPA, and with respect to matters addressed in the MIPA but not addressed herein, the parties hereto agree that the terms of the MIPA shall control.

Assignee is a successor to the portion of the business of Assignor to which the Mark pertains, which business is ongoing and existing, in accordance with the provisions of Section 10 of the Trademark Act of 1946, as amended (15 U.S.C. § 1060).

Assignor agrees to execute and deliver at the request of Assignee, and at Assignee's sole cost and expense, any papers, instruments, affidavits, declarations, powers of attorney and assignments reasonably requested by Assignee to vest in Assignee all of Assignor's right, title and interest in and to the Mark and the applications and registrations therefor and/or to provide evidence to support such assignment in the event such evidence is deemed useful by Assignee.

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

This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute only one instrument.

[SIGNATURES FOLLOW ON THE NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this assignment to be signed by an individual thereto duly authorized, all as of the Effective Date.

ASSIGNOR:

THRIVE COUNSELING, LLC

By: Anthony Centore
Name: Anthony Centore
Title: Manager

ASSIGNEE:

THRIVEWORKS FRANCHISING, LLC

By: Anthony Centore
Name: Anthony Centore
Title: Manager

EXHIBIT A
TO
ASSIGNMENT OF TRADEMARK, ACCOMPANYING REGISTRATIONS
AND GOODWILL

Trademark Name	Application Number	Filing Date	Class	Registration Date	Registration Number	Status	Owner
PAIR	86786022	10/13/15	44	06/7/16	4972608	Registered	Thrive Counseling, LLC