

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM678885

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CCG Management, LLC		06/18/2021	Limited Liability Company: MARYLAND
RECEIVING PARTY DATA			
Name:	CCG Holdco, LLC		
Street Address:	2514 Greenmount Avenue		
City:	Baltimore		
State/Country:	MARYLAND		
Postal Code:	21218		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4840363	CCG CONCERTED CARE GROUP	
CORRESPONDENCE DATA			
Fax Number:	9498519348		
<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:	949-851-0633		
Email:	IPDocketOrangeCounty@mwe.com, sbro@mwe.com, kdelcoure@mwe.com, efarrahi@mwe.com, ipdocketmwe@mwe.com		
Correspondent Name:	Sarah E. Bro		
Address Line 1:	McDermott Will & Emery LLP		
Address Line 2:	18565 Jamboree Road, Suite 250		
Address Line 4:	Irvine, CALIFORNIA 92612		
ATTORNEY DOCKET NUMBER:	087664-0101		
NAME OF SUBMITTER:	Sarah E. Bro		
SIGNATURE:	/sarah e. bro/		
DATE SIGNED:	10/05/2021		
Total Attachments: 3			
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TRADEMARK ASSIGNMENT

This Trademark Assignment ("Trademark Assignment") is effective as of June 18, 2021, by and between CCG Management, LLC, a Maryland limited liability company located at 428 E. 25th Street, Baltimore, Maryland 21218 ("Assignor"), and CCG Holdco, LLC, a Delaware limited liability company located at 2514 Greenmount Avenue, Baltimore, Maryland 21218 ("Assignee").

RECITALS

- A. CCG Management, LLC is owner of the trademark set forth on Schedule A hereto, together with all common law rights in the mark, and the goodwill of the business associated therewith (collectively referred to as the "Mark");
- B. Concerted Care Management, LLC is a trade name registered in the state of Maryland to CCG Management, LLC.
- C. In 2015, U.S. Trademark Application Serial No. 86/548,477 for the mark CCG CONCERTED CARE GROUP & Design was filed in the name of Concerted Care Management, LLC, for the benefit of CCG Management, LLC.
- D. Because Concerted Care Management, LLC is a name under which CCG Management, LLC does business, but is not a legal entity, pursuant to the Trademark Manual of Examining Procedure § 1201.02(c), Assignor will be filing a corrective amendment with the United States Patent and Trademark Office to list CCG Management, LLC as the owner of U.S. Trademark Registration No. 4,840,363 for the Mark (the "Amendment" to the "Registration").
- E. Assignor has agreed to transfer all of Assignor's right, title and interest in and to the Mark to Assignee, including the Registration; and,
- F. Assignor desires to assign all of Assignor's right, title and interest in and to the Mark to Assignee, and Assignee desires to acquire the Mark.

AGREEMENTS

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

- 1. Assignor does hereby assign to Assignee, its successors and permitted assigns, all of Assignor's right, title and interest, in and to the Mark, including the Registration following the filing and acceptance of the Amendment, and all of the goodwill of the business associated with the Mark, and all common law rights, including associated logo designs, registrations and pending applications for the Mark, any renewals of the registration, in all countries throughout the world, 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 Trademark Assignment had not been made, together with all causes of action for any and all previously occurring infringement of the rights being assigned and the right to receive and retain the proceeds relating to those infringements.

2. Assignor hereby represents and warrants to Assignee that Assignor is the legal owner of the Mark and the Registration and has the full right, title and interest to assign, transfer, convey, and set over the entire rights, title and interests assigned hereunder, and that Assignor has not executed and will not execute any agreement in conflict herewith.
3. Assignor agrees that it will, upon Assignee's reasonable request, execute and deliver all such instruments and other documents as may be necessary or desirable to perfect Assignee's title in, to and under the Mark, including the execution of any further assignment agreement to confirm the grant of assignment of the Registration pursuant to Section 1.
4. Assignor hereby requests the Commissioner for Trademarks at the United States Patent and Trademark Office (the "Commissioner"), as well as his or her counterparts at the corresponding entities or agencies in any country or jurisdiction that may exercise authority over the Mark, to record this Trademark Assignment or any further confirmatory assignments.
5. No amendment of any provision of this Trademark Assignment shall be valid unless the same shall be in writing and signed by Assignor and Assignee. No waiver by any party of any provision of this Trademark Assignment or any default or breach of covenant hereunder, whether intentional or not, shall be valid unless the same shall be in writing and signed by the party against whom the waiver is to be effective nor shall such waiver be deemed to extend to any prior or subsequent default or breach of covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.
6. This Trademark Assignment shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

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

ASSIGNOR:

CCG Management, LLC

By: DocuSigned by:
Noah Nordheimer
408EA0114C654D4...

Name: Noah Nordheimer

Title: Authorized Person

ASSIGNEE:

CCG Holdco, LLC


By: DocuSigned by:
Anton Kuznetsov
51B70D18294A49C...

Name: Anton Kuznetsov

Title: Chief Executive Officer

Schedule A

Mark

Trademark	Registration No.	Registration Date
CCG CONCERTED CARE GROUP & Design 	4840363	October 27, 2015

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