

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM684982

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Elite Physical Therapy, LLC		09/29/2021	Limited Liability Company: RHODE ISLAND
RECEIVING PARTY DATA			
Name:	IVYREHAB Elite Physical Therapy, LLC		
Street Address:	1311 Mamaroneck Avenue, Suite 140		
City:	White Plains		
State/Country:	NEW YORK		
Postal Code:	10605		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5778317	ELITE PHYSICAL THERAPY	
Registration Number:	5254070	YOUR HEALTH. YOUR CHOICE.	
CORRESPONDENCE DATA			
Fax Number:	9175223128		
<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:	2127358728		
Email:	msegui@morrisoncohen.com		
Correspondent Name:	Tess Bonoli		
Address Line 1:	909 Third Avenue, 27th Floor		
Address Line 2:	c/o Morrison Cohen LLP		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	025582.0179(TBonoli)		
NAME OF SUBMITTER:	Tess Bonoli		
SIGNATURE:	/Tess Bonoli/		
DATE SIGNED:	11/01/2021		
Total Attachments: 6			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT, dated as of September 29, 2021 (this “**Assignment**”), is made and entered into by and among Elite Physical Therapy, LLC, a Rhode Island limited liability company (“**Assignor**”), and IVYREHAB Elite Physical Therapy, LLC, a Delaware limited liability company (the “**Assignee**”). Assignor and Assignee are sometimes herein referred to collectively as the “**Parties**” and individually as a “**Party**.” Capitalized terms used but not defined herein shall have the meanings given to such terms in the Asset Purchase Agreement, by and between the Parties, dated as of the date hereof (the “**Purchase Agreement**”).

WHEREAS, Assignor operates a physical therapy business, including through the use of the trademarks and trademark applications set forth in Exhibit A hereto (the “**Marks**”); and

WHEREAS, Assignor desires to assign all right, title and interest in and to the Marks, together with all goodwill arising from or relating thereto, to Assignee, and Assignee desires to acquire same.

NOW, THEREFORE, in consideration of the covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties agree as follows:

1. Assignment. Assignor hereby irrevocably conveys, transfers, assigns, and delivers unto Assignee, absolutely and forever, its entire right, title, and interest in the United States and throughout the world, in and to the Marks, whether statutory or at common law, together with all goodwill arising from or related to the business symbolized by the Marks, 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, including the right to sue for and receive all damages accruing from past, present and future infringement of the Marks, to be used as fully and entirely as such rights would have been held and enjoyed by each Assignor had this Assignment not been made. Assignor hereby represents and warrants to Assignee that it has the full right to convey the Marks herein assigned and that it has not executed, and covenants that it will not execute, any agreement in conflict with this Assignment.

2. Further Assurances. Assignor hereby agrees to take such actions and execute such documentation as may be required by any domestic or foreign intellectual property registrar or regulatory agency to transfer ownership of the Marks from Assignor to Assignee. Assignor hereby also agrees to execute such further assignments and related documents with respect to the Marks as Assignee shall reasonably request.

3. Unassignable Rights. To the extent any of the Marks cannot presently be assigned under applicable law pursuant to this Assignment, Assignor shall not sell, assign or transfer to any third party or register or use in any manner (except to take necessary steps to obtain registration of unassignable Marks) unassignable Marks or otherwise dispute or challenge Assignee’s or its assignee’s assignment, transfer, sale, registration or use of such unassignable Marks. In the event any such unassignable Marks subsequently become assignable, Assignor shall promptly take all necessary action to assign such Marks to Assignee.

4. Recordation. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States of America, or with respect to any foreign trademarks or service marks or applications or registrations for such marks the foreign equivalent as the case may be, to record Assignee as owner of the Marks and to issue any and all registrations, including renewals thereof, to Assignee, its successors, assigns, nominees or other legal representatives.

5. Rights and Royalties. All rights and any income, royalties or payments otherwise due or payable to Assignor with respect to any Marks as of the date hereof or thereafter, will be held and enjoyed by Assignee, its successors, executors and permitted assigns.

6. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of Assignor, Assignee and their respective successors and permitted assigns.

7. Headings. The article and section headings of this Assignment are for convenience of reference only and shall not be deemed to limit or affect any of the provisions hereof.

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

9. Severability. Whenever possible, each provision of this Assignment shall be interpreted in such manner as to be effective and valid under applicable Law, but if any provision of this Assignment or the application of any such provision to any Person or circumstance shall be held to be prohibited by or invalid, illegal or unenforceable under applicable Law in any respect by a court of competent jurisdiction, such provision shall be ineffective only to the extent of such prohibition or invalidity, illegality or unenforceability, without invalidating the remainder of such provision or the remaining provisions of this Assignment. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as a part of this Assignment a legal, valid and enforceable provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible.

10. Entire Agreement. This Assignment, the other transaction documents contemplated by the Purchase Agreement and the agreements and documents referred to herein and therein contain the entire agreement and understanding between the Parties hereto and thereto with respect to the subject matter hereof and thereof and supersede all prior agreements and understandings.

11. Amendments; No Waiver. Any provision of this Assignment may be waived or amended if, and only if, such amendment or waiver is in writing and signed by all of the Parties. No failure by any Party hereto to insist upon the strict performance of any covenant, duty, agreement or condition of this Assignment, or to exercise any right or remedy consequent upon a

breach hereof, shall constitute a waiver of any such breach or any other covenant, duty, agreement or condition hereof.

12. No Third Party Beneficiaries. This Assignment is for the sole benefit of the Parties hereto, their permitted assigns and nothing herein expressed or implied shall give or be construed to give any Person, other than the Parties hereto and such permitted assigns, any legal or equitable rights hereunder.

13. Counterparts. This Assignment may be executed in one or more counterparts (including by means of facsimile pdf or other electronic signature pages), all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each of the Parties and delivered to the other Party.

[Signature pages follow]

IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed by its duly authorized representatives effective on the date first written above.

ASSIGNOR:

ELITE PHYSICAL THERAPY, LLC
By: EPT Holdings, Inc., its sole member

By: 

Name: Michael Nula
Title: President

ASSIGNEE:

IVYREHAB ELITE PHYSICAL THERAPY, LLC

By: _____

Name: Troy Bage

Title: Chief Executive Officer _

[Signature Page to Trademark Assignment Agreement]

TRADEMARK
REEL: 007479 FRAME: 0719

IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed by its duly authorized representatives effective on the date first written above.

ASSIGNOR:

ELITE PHYSICAL THERAPY, LLC

By: EPT Holdings, Inc., its sole member

By: _____

Name: Michael Nula

Title: President

ASSIGNEE:

IVYREHAB ELITE PHYSICAL THERAPY, LLC

By: Troy Bage _____

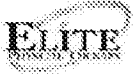
Name: Troy Bage

Title: Chief Executive Officer _

[Signature Page to Trademark Assignment Agreement]

TRADEMARK
REEL: 007479 FRAME: 0720

EXHIBIT A
TRADEMARKS

Trademark	Country	Serial/ App. No.	Filing Date	Reg. No.	Reg. Date	Goods/ Services
ELITE PHYSICAL THERAPY 	U.S.	87063302	June 7, 2016	5778317	June 18, 2019	Class 44: Physical therapy services; Physical rehabilitation services; Water therapy services; Occupational therapy; Acupuncture services, namely, dry needling services; Health care services, namely, health assessment services in the field of sports performance and injury prevention; Health care services, namely, health care consulting in the field of recovery from physical injury.
YOUR HEALTH. YOUR CHOICE.	U.S.	87063248	June 7, 2016	5254070	August 1, 2017	Class 44: Physical therapy services; Physical rehabilitation services; Water therapy services; Occupational therapy; Acupuncture services, namely, dry needling services; Health care services, namely, health assessment services in the field of sports performance and injury prevention; Health care services, namely, health care consulting in the field of recovery from physical injury.

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