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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM698109

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Community Choice, Inc.		12/19/2021	Corporation: MISSOURI

RECEIVING PARTY DATA

Name:	REM Missouri, LLC	
Street Address:	313 Congress Street	
City:	Boston	
State/Country:	MASSACHUSETTS	
Postal Code:	02210	
Entity Type:	Limited Liability Company: DELAWARE	

PROPERTY NUMBERS Total: 2

Property Type	pe Number Word Mark	
Registration Number:	3652430	COMMUNITY CHOICE INC.
Registration Number:	5975694	COMMUNITY CHOICE INC.

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 9198280564

Email: trademarks@parkerpoe.com

Correspondent Name: Sloan Carpenter

Address Line 1: 301 Fayetteville St #1400

Address Line 4: Raleigh, NORTH CAROLINA 27601

NAME OF SUBMITTER:	Sloan Carpenter
SIGNATURE:	/Sloan Carpenter/
DATE SIGNED:	12/28/2021

Total Attachments: 4

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Trademark Assignment Agreement

Community Choice, Inc., a Missouri corporation ("Assignor"), and REM Missouri, LLC, a Delaware limited liability company ("Assignee"), enter into this Trademark Assignment Agreement ("Agreement") as of December 19, 2021 ("Effective Date").

WHEREAS, Assignor is the owner of the United States trademark registrations set forth on Exhibit A attached to this Agreement and the trademarks described therein (the "Marks"), the goodwill of the business related thereto and symbolized thereby, and certain rights appurtenant thereto; and

WHEREAS, Assignor desires to assign to Assignee, and Assignee desires to acquire, all of Assignor's right, title, and interest in and to the Marks, all goodwill associated therewith and symbolized thereby, and all its rights appurtenant thereto;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which Assignor acknowledges by its execution below:

- 1. **Assignment**. Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the following (the "**Assigned Trademarks**"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks:
- (a) the trademark registrations set forth on **Exhibit A** attached hereto and all issuances, extensions, and renewals thereof;
- (b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;
- (c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
- (d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, and/or after the Effective Date, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.
- 2. **Further Assurances**. Assignor authorizes the Commissioner for Trademarks and any other governmental officials to record and register this Agreement upon request by Assignor or Assignee. Assignor agrees to perform all reasonable and proper additional acts and to execute any additional documents which Assignee may request in order to transfer Assignor's rights, title, and interest in and to the Marks and the rights appurtenant thereto to Assignee, its successors, or assigns.
- 3. **Counterparts**. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail, or other means of electronic

TRADEMARK REEL: 007543 FRAME: 0270 transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

4. Governing Law. This Agreement and any claim, controversy, dispute, or cause of action (whether in contract, tort or otherwise) based upon, arising out of, or relating to this Agreement or the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and 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).

IN WITNESS WHEREOF, the parties execute this Agreement by signature of their respective duly authorized representatives as of the Effective Date.

ASSIGNOR:
Community Choice, Inc.
c
Signature:
Printed Name: Scott Shepherd
Title: President
A CICTRICTATION.
ASSIGNEE:
REM Missouri, LLC
Signature:
Printed Name:
Title:

[Signature Page to Trademark Assignment and Agreement]

transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

4. **Governing Law**. This Agreement and any claim, controversy, dispute, or cause of action (whether in contract, tort or otherwise) based upon, arising out of, or relating to this Agreement or the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and 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).

IN WITNESS WHEREOF, the parties execute this Agreement by signature of their respective duly authorized representatives as of the Effective Date.

ASSIGNOR:
Community Choice, Inc.
Signature:
Printed Name:
Title:
ASSIGNEE:
REM Missouri, LLC
Signature: William McKinney
Printed Name: William McKinney
Title: CEO

Exhibit A

Trademark	Country	Registration Number
Community Choice inc.	US	3652430
Community Choice inc.	US	5975694

PPAB 6766991v1

RECORDED: 12/28/2021

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