ETAS ID: TM793185

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Comprehensive Healthcare Solutions LLC		03/06/2023	Limited Liability Company: NEW JERSEY

RECEIVING PARTY DATA

Name:	CP Corridor AHC, LLC	
Street Address:	9393 W. 110th ST	
Internal Address:	Ste. 100	
City:	Overland Park	
State/Country:	KANSAS	
Postal Code:	66210	
Entity Type:	Limited Liability Company: FLORIDA	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number: 97670611 COMPREHENSIVE A/R SOLUTIONS		COMPREHENSIVE A/R SOLUTIONS

CORRESPONDENCE DATA

Fax Number: 8132291660

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: 8132297600

Email: tmdocketing@slk-law.com

Correspondent Name: Mindi M. Richter Address Line 1: 101 E. Kennedy Blvd.

Address Line 2: **Suite 2800**

Address Line 4: Tampa, FLORIDA 33602

ATTORNEY DOCKET NUMBER:	270171
NAME OF SUBMITTER:	Mindi M. Richter
SIGNATURE:	/Mindi M. Richter/
DATE SIGNED:	03/09/2023

Total Attachments: 5

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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is made and entered into as of March 6, 2023 ("Effective Date"), by and between Comprehensive Healthcare Solutions LLC, a New Jersey limited liability company ("Assignor") and CP Corridor AHC, LLC, a Florida limited liability company ("Assignee" and together with Assignor, collectively, the "Parties" and each, individually a "Party").

RECITALS

- A. Assignor and Assignee, *inter alios*, have entered into that certain Contribution and Asset Purchase Agreement, dated of even date herewith (the "*Agreement*") pursuant to which Assignee purchased certain assets of Assignor; and
- B. Assignor is the owner of all right, title and interest in and to the trademark set forth in <u>Schedule 1</u> attached hereto and made a part hereof, together with all registrations and applications for registration thereof, and all common law rights with respect thereto (collectively, "Assigned Trademark");
- C. Assignor wishes to sell, assign and transfer to Assignee, and Assignee wishes to purchase and acquire from Assignor, all of Assignor's entire right, title and interest in, to and under the Assigned Trademark; and
- D. Assignee and Assignor desire to record the assignment set forth in this Assignment with the United States Patent and Trademark Office and any other public records for which recording is deemed appropriate by Assignee.

AGREEMENT

- 1. <u>Incorporation of Recitals; Capitalized Terms</u>. The foregoing recitals are incorporated into and made a part of this Assignment as if fully set forth herein.
- Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby unconditionally and irrevocably assigns, transfers and conveys to Assignee, its successors and assigns, all of its right, title, and interest, throughout the world, in, to, and under the Assigned Trademark and all registrations and applications for registration thereof and all common law rights with respect thereto together with all goodwill of the business in which the Assigned Trademark is used and which is symbolized by the Assigned Trademark, including, without limitation, the exclusive rights (a) to apply for and maintain all registrations, renewals and/or extensions thereof, (b) to all claims and causes of action to recover past, present and future damages, royalties, fees, income, payments, profits and other proceeds or other relief or restitution, and equitable and injunctive relief ensuing from past, present and future infringement, dilution, misappropriation, unfair competition, violation, and/or misuse of the Assigned Trademark, (c) to any and all licenses or other similar contractual rights for the Assigned Trademark, (d) to grant licenses or other interests in the Assigned Trademark, (e) to any and all royalties, fees, income, payments, and other proceeds now or hereafter due or

payable with respect to any of the Assigned Trademark, and (f) to otherwise fully and entirely stand in the place of Assignor in all matters related to the Assigned Trademark.

- 3. <u>Further Assurances</u>. Assignor shall execute any instruments or documents and perform all other acts necessary or appropriate, in the reasonable discretion of the Assignee, to further evidence the intent and purpose of this Assignment.
- 4. Agreement Governs. Notwithstanding any other provisions of this Assignment to the contrary, nothing contained in this Assignment shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge or in any way affect the provisions, including warranties, covenants, agreements, conditions, representations or, in general, any of the rights and remedies, or any of the obligations and indemnifications of the Assignor and Assignee set forth in the Agreement. This Assignment is intended only to effect the transfer of certain property transferred pursuant to the Agreement and shall be governed entirely in accordance with the terms and conditions of the Agreement. In the event of any conflict or inconsistency between the terms of the Agreement and the terms of this Assignment, the terms of the Agreement shall govern.
- 5. <u>Entire Agreement</u>. In conjunction with terms set forth in the Agreement, this Assignment, together with <u>Schedule 1</u>, constitutes the sole and entire agreement of the parties to this Assignment with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.
- 6. <u>Governing Law</u>. This Assignment (and any claim or controversy arising out of this Assignment) shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the law of any jurisdiction other than the State of Delaware.
- 7. <u>Successors and Assigns</u>. This Assignment shall be binding on and inure to the benefit of the parties' successors and assigns.
- 8. <u>Severability</u>. If any provision of this Assignment or its application to any person or circumstance shall be declared invalid or unenforceable by a court of competent jurisdiction, then the remaining provisions of this Assignment or the application of such provision to persons or circumstances other that those to which it is invalid or unenforceable, shall not be affected thereby, and each provision shall be valid and enforceable to the maximum extent permitted by law.
- 9. <u>Counterparts</u>. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Assignment by facsimile, portable document format or other electronic means shall be effective as delivery of a manually executed counterpart to this Assignment.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Assignment intending to be legally bound as of the Effective Date.

ASSIGNOR:

COMPREHENSIVE HEALTHCARE SOLUTIONS LLC, a New Jersey

limited liability company

By: Ay Name: Shaindl Shur

Title: President

ASSIGNEE:

CP CORRIDOR AHC,

LLC, a Florida limited liability company

By: ______Name: Des Varady

Title: Chief Executive Officer

IN WITNESS WHEREOF, the Parties have executed this Assignment intending to be legally bound as of the Effective Date.

ASSIGNOR:

COMPREHENSIVE HEALTHCARE SOLUTIONS LLC, a New Jersey

limited liability company

By:	
Name: Shaindl Shur	
Title: President	

ASSIGNEE:

CP CORRIDOR AHC,

LLC, a Florida limited liability company

Name: Des Varady

Title: Chief Executive Officer

Schedule 1

Assigned Trademark

Trademark	Application Number	Filing Date	Registration Number	Registration Date
Comprehensive A/R Solutions	97670611	11/2/2022		

RECORDED: 03/09/2023