

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM862753

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Advanced Healthcare Solutions, Inc.		05/31/2022	Corporation: SOUTH CAROLINA

RECEIVING PARTY DATA

Name:	DC Hours, LLC
Street Address:	PO Box 449
City:	Pewaukee
State/Country:	WISCONSIN
Postal Code:	53072
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	5912118	DC HOURS

CORRESPONDENCE DATA

Fax Number: 3179575011

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: 3173992811

Email: tm-dept@quarles.com

Correspondent Name: Joel E. Tragesser

Address Line 1: 135 N. Pennsylvania St., Suite 2400

Address Line 4: Indianapolis, INDIANA 46204

NAME OF SUBMITTER:	Joel E. Tragesser
SIGNATURE:	/Joel E. Tragesser/
DATE SIGNED:	12/21/2023

Total Attachments: 4

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OP \$40.00 5912118

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (“**Trademark Assignment**”), dated as of May 31, 2022, is made by Advanced Healthcare Solutions, Inc., a South Carolina corporation (“**Assignor**”), in favor of DC Hours, LLC, a Delaware limited liability company (“**Assignee**”) (Seller and Buyer, each a “**Party**,” and collectively, the “**Parties**”).

WHEREAS, Seller and Buyer have entered in that certain Contribution Agreement, dated May 31, 2022 (the “**Contribution Agreement**”); and

WHEREAS, under the terms of the Contribution Agreement, Assignor has conveyed, transferred, and assigned to Assignee, among other assets, certain intellectual property of Assignor, and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

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:

(a) the trademark registrations and trademark applications set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof (the “**Assigned Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks;

(b) all rights 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, or after the date hereof, 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. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment upon request by Assignee. Following the date hereof, upon Assignee’s reasonable request, and at Assignee’s sole cost and expense, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths,

exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Assignee, or any assignee or successor thereto.

3. Terms of the Contribution Agreement. The Parties acknowledge and agree that this Trademark Assignment is entered into pursuant to the Contribution Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements, and indemnities contained in the Contribution Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Contribution Agreement and the terms hereof, the terms of the Contribution Agreement shall govern.

4. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

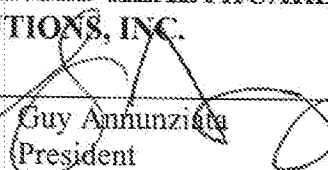
5. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment and 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).

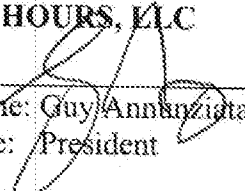
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have duly executed and delivered this Trademark Assignment as of the date first written above.

ADVANCED HEALTHCARE SOLUTIONS, INC.

By: 
Name: Guy Annunziata
Title: President

AGREED TO AND ACCEPTED:

DC HOURS, LLC
By: 
Name: Guy Annunziata
Title: President

SCHEDULE 1

Assigned Trademarks

Trademark Registrations

Mark	Jurisdiction	Registration Number	Registration Date
DC HOURS	U.S.	5,912,118	19-Nov-2019