

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM534995

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|---|--|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Rehabilitation Equipment, Inc. | | 10/22/2018 | Corporation: NEW YORK |
| RECEIVING PARTY DATA | | | |
| Name: | Hudson Home Health Care, Inc. | | |
| Doing Business As: | National Seating & Mobility, NE | | |
| Street Address: | 151 Rockwell Road | | |
| City: | Newington | | |
| State/Country: | CONNECTICUT | | |
| Postal Code: | 06111 | | |
| Entity Type: | Corporation: CONNECTICUT | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 1142429 | REHABCO | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2163634588 | | |
| <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: | 2163634677 | | |
| Email: | dpoirier@beneschlaw.com | | |
| Correspondent Name: | Duncan H. Poirier | | |
| Address Line 1: | Benesch Friedlander Coplan & Aronoff LLP | | |
| Address Line 2: | 200 Public Square, Suite 2300 | | |
| Address Line 4: | Cleveland, OHIO 44114 | | |
| ATTORNEY DOCKET NUMBER: | 36201-43 | | |
| NAME OF SUBMITTER: | Duncan H. Poirier | | |
| SIGNATURE: | /Duncan H. Poirier/ | | |
| DATE SIGNED: | 08/02/2019 | | |
| Total Attachments: 5 | | | |
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TRADEMARK ASSIGNMENT

This Trademark Assignment, effective as of October ~~21~~, 2018 (this "Trademark Assignment"), is entered into by and between Rehabilitation Equipment, Inc., a New York corporation with a principal place of business at 1513 Olmstead Avenue, Bronx, New York 10462 (the "Assignor"), and Hudson Home Health Care, Inc., d/b/a National Seating & Mobility, NE, a Connecticut corporation with a principal place of business located at 151 Rockwell Road, Newington, Connecticut 06111 (the "Assignee").

RECITALS

WHEREAS, the Assignor is the owner of all right, title, and interest in the trademark set forth in the attached Schedule A (the "Purchased Mark");

WHEREAS, the Assignee wishes to acquire from the Assignor, and the Assignor wishes to transfer to the Assignee, all of the Assignor's right, title, and interest in and to the Purchased Mark;

WHEREAS, the Assignor and the Assignee have entered into that certain Asset Purchase Agreement of even date herewith (the "Asset Purchase Agreement"), pursuant to which the Assignee is acquiring various assets of Assignor, including the Purchased Mark;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, the parties, intending to be legally bound, hereto agree as follows:

The Assignor hereby assigns, transfers, and conveys to the Assignee the Assignor's entire and undivided right, title and interest, whether now existing or hereafter acquired, in and to the Purchased Mark, together with all the associated goodwill of its business symbolized by the Purchased Mark, and all applications and registrations of the Purchased Mark, as well as all rights to injunctive relief, damages and profits, due or accrued, arising out of all causes of action, past, present and future, pertaining to the Purchased Mark, including infringement of the Purchased Mark, or other violations, or injury to the said goodwill, and the right to sue, either at law or in equity, and recover the same in the Assignee's own name.

The Assignor agrees to do all acts and take such further action, including the execution and acknowledgment of such additional documents as the Assignee may reasonably request, to carry out and fulfill the purposes and intent of this Trademark Assignment.

This Trademark Assignment shall be binding upon and inure to the benefit of the parties hereto, and their permitted successors in interest and assigns.

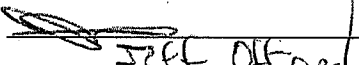
This Trademark Assignment may be executed in counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

The "Recitals" as set forth above and the attached Schedule A are incorporated herein by reference into the terms of this Trademark Assignment.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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

ASSIGNOR: **REHABILITATION EQUIPMENT, INC.**

By: 
Name: JEFF OFFER
Title: President

[Trademark Assignment]

ASSIGNEE: HUDSON HOME HEALTH CARE, INC., d/b/a NATIONAL SEATING & MOBILITY, NE.

By: Bill Nixon
Name: Bill Nixon
Title: President & CEO

[Trademark Assignment]

SCHEDULE A
Purchased Mark

| Trademark | Application No. | Filed | Registration No. | Registered | Status |
|------------------|----------------------------|--------------|-----------------------------|-------------------|---------------|
| REHABCO | 73197480 | 12/18/78 | 1142429 | 12/9/80 | Registered |