ETAS ID: TM603997

Electronic Version v1.1 Stylesheet Version v1.2

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

TRADEMARK ASSIGNMENT COVER SHEET

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Reliant Management Group, LLC		09/29/2020	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Reliant Pro Rehab, LLC	
Street Address:	5800 Granite Pkwy	
Internal Address: Suite 1000		
City: Plano		
State/Country: TEXAS		
Postal Code: 75024		
Entity Type:	Limited Liability Company: DELAWARE	

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	3426134	RELIANT REHABILITATION
Registration Number:	5427783	RELIANT REHABILITATION
Registration Number:	5471471	RELIANT REHABILITATION
Registration Number:	5891442	RELIANT REHABILITATION
Registration Number:	5891443	RELIANT REHABILITATION
Registration Number:	5923954	RELIANT REHABILITATION
Registration Number:	5923955	RELIANT REHABILITATION
Serial Number:	88554774	A YEAR OF WELLNESS FROM RELIANT REHABILI
Registration Number:	6076516	A YEAR OF WELLNESS
Registration Number:	6092457	A YEAR OF WELLNESS

CORRESPONDENCE DATA

9147094566

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.

9147772215

gbrescia@grsm.com Email: **Correspondent Name:** Gregory N. Brescia Address Line 1: 500 Mamaroneck Ave

TRADEMARK

REEL: 007081 FRAME: 0171

Phone:

Fax Number:

900575626

Address Line 2: Suite 503
Address Line 4: Harrison, NEW YORK 10528

ATTORNEY DOCKET NUMBER: RELR1141798

NAME OF SUBMITTER: Gregory N. Brescia

SIGNATURE: /gregory n. brescia/

10/20/2020

Total Attachments: 5

DATE SIGNED:

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Trademark Assignment Agreement

This Trademark Assignment Agreement (the "<u>Agreement</u>" or the "<u>Assignment</u>") dated as of September 29, 2020 (the "<u>Effective Date</u>"), is made by and between Reliant Management Group, LLC, a Delaware limited liability company ("<u>Assignor</u>") and Reliant Pro Rehab, LLC, a Delaware limited liability company ("<u>Assignee</u>") (collectively referred to herein as, the "<u>Parties</u>").

WHEREAS, Assignor is the owner of the trademarks and trademark applications, together with the goodwill of the business connected with the use of, or symbolized by, the foregoing, identified on <u>Schedule A</u> (collectively referred to herein as the "<u>Trademarks</u>");

WHEREAS, Assignee desires to hold the title and ownership of the Trademarks as originally intended; and

WHEREAS, Assignee desires to acquire from Assignor the Trademarks, accompanying goodwill, and Registration.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee, intending to be legally bound, hereby agree as follows:

- 1. Assignment. Assignor hereby assigns to Assignee, and Assignee hereby accepts, all of the Assignor's right, title, and interest in and to the Trademarks, including without limitation, all past and present goodwill associated therewith or symbolized thereby, all common law rights thereto, all registrations that have been or may be granted thereon, all applications for registrations thereof, and all records and files related thereto, the right to claim priority in accordance with international treaties and conventions, the right to all income, royalties, damages and payments hereafter due or payable with respect to the Trademarks, the rights to prosecute, maintain and defend the Trademarks before any public or private agency, office or registrar, together with the right to sue and recover damages for all causes of action (either in law or in equity). The assignments contemplated herein are meant to be absolute assignments and not by way of security. Assignor hereby authorizes the Commissioner of Patents and Trademarks in the Untied States Patent and Trademark office, and the corresponding entities or agencies in any applicable foreign countries or multinational authorities, to record Assignee as the assignee of all Assignor's right, title and interest in, to and under the Trademarks and to deliver to Assignee, and to Assignee's attorneys, agents, successors or assigns, all official documents and communications.
- 2. <u>Cooperation</u>. At Assignee's reasonable expense, Assignor agrees to execute and deliver such other documents and to take all such other actions which the Assignee, its successors and assigns may reasonably request to effect the terms of this Assignment and to execute and deliver any and all affidavits, testimonies, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required to effect the terms of this Assignment.

- 3. General Provisions. This Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument. This Assignment along with its Schedule constitute the entire understanding and agreement of the Parties hereto with respect to the subject matter hereof and supersede all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between and among the Parties with respect hereto. In the event of any conflict between the terms of this Assignment shall control. This Assignment may not be supplemented, altered, or modified in any manner except by a writing signed by all Parties hereto. The failure of any Party to enforce any terms of provisions of this Assignment shall not waive any of its rights under such terms or provisions. This Assignment is binding upon and inures the benefit of the Parties hereto and their respective successors and assigns.
- 4. <u>Governing Law</u>. This Assignment and any dispute arising out of, relating to or in connection with this Assignment shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to conflict of law principles that would require the application of the laws of any other jurisdiction.

[signature page follows]

IN WITNESS WHEREOF, Assignor and Assignee have caused this instrument to be executed by its respective duly authorized representative as of the Effective Date.

ASSIGNOR

ASSIGNEE

Reliant Management Group, LLC

Reliant Pro Rehab, LLC

Name: Austin Lanham

Title: General Counsel

Name: Austin Lanham

Title: General Counsel

SCHEDULE A

United States Trademark Applications/Registrations

Ħ	<u>Mark</u>	<u>Current</u> <u>Owner</u>	App/Reg. <u>No.</u>	<u>IC</u>	Filing/Reg. Date	<u>Status</u>
1	Reliant Rehabilitation	Reliant Management Group, LLC	3,426,134	44	May 13, 2008	Registered
2	RELIANT REHABILITATION	Reliant Management Group, LLC	5,427,783	44	March 20, 2018	Registered
3	Reliant Rehabilitation	Reliant Management Group, LLC	5,471,471	44	May 15, 2018	Registered
4	Reliant REHABILITATION	Reliant Management Group, LLC	5,891,442	4 4	October 22, 2019	Registered
5	Reliant	Reliant Management Group, LLC	5,891,443	44	October 22, 2019	Registered
6	Reliant REHABILITATION	Reliant Management Group, LLC	5,923,954	16	December 3, 2019	Registered
7	Relignt	Reliant Management Group, LLC	5,923,955	16	December 3, 2019	Registered
8		Reliant Management Group, LLC	88/554,774	41	July 31, 2019	Pending – SoU filed on 8/4/2020

·9:	Reliant Management Group, LLC	6,076,516	41	July 31, 2019	Registered
10	Reliant Management Group, LLC	6,092,457	41	July 31, 2019	Registered

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REEL: 007081 FRAME: 0177

RECORDED: 10/20/2020