# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM776615

| SUBMISSION TYPE:      | CORRECTIVE ASSIGNMENT  |
|-----------------------|--|
| NATURE OF CONVEYANCE: | Corrective Assignment to correct the record by nullification to remove registration no. 6197044 listed on the Trademark Assignment in error previously recorded on Reel 007547 Frame 0937. Assignor(s) hereby confirms the assignment in the remaining trademarks scheduled to the Trademark Assignment. |
| RESUBMIT DOCUMENT ID: | 900727828  |

### **CONVEYING PARTY DATA**

| Name                    | Formerly | Execution Date | Entity Type                |
|-------------------------|----------|----------------|----------------------------|
| Kindred Healthcare, LLC |          | 12/23/2021     | Limited Liability Company: |

### **RECEIVING PARTY DATA**

| Name:           | LifePoint Knight Contract Services LLC |
|-----------------|--|
| Street Address: | 330 SEVEN SPRINGS WAY                  |
| City:           | Brentwood                              |
| State/Country:  | TENNESSEE                              |
| Postal Code:    | 37027                                  |
| Entity Type:    | Limited Liability Company: DELAWARE    |

### **PROPERTY NUMBERS Total: 1**

| Property Type        | Number  | Word Mark     |
|----------------------|---------|---------------|
| Registration Number: | 6197044 | HOPE CONQUERS |

### CORRESPONDENCE DATA

**Fax Number:** 2149813400

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: 214-981-3483

Email: dclark@sidley.com

Correspondent Name: Dusan Clark, Esq.

Address Line 1: Sidley Austin LLP

Address Line 2: 2021 McKinney Ave., Suite 2000

Address Line 4: Dallas, TEXAS 75201

| ATTORNEY DOCKET NUMBER: | 095127-10380  |
|-------------------------|---------------|
| NAME OF SUBMITTER:      | Dusan Clark   |
| SIGNATURE:              | /Dusan Clark/ |
| DATE SIGNED:            | 12/27/2022    |

**Total Attachments: 6** 

TRADEMARK
REEL: 007928 FRAME: 0916

900740443

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12/27/22, 2:02 PM Assignment

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

NEW ASSIGNMENT

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

# **CONVEYING PARTY DATA**

| Name                    | Formerly | <b>Execution Date</b> | Entity Type                |
|-------------------------|----------|-----------------------|----------------------------|
| Kindred Healthcare, LLC |          | 12/23/2021            | Limited Liability Company: |

### RECEIVING PARTY DATA

|                 | LifePoint Knight Contract Services LLC |
|-----------------|--|
| Street Address: | 330 Seven Springs Way                  |
| City:           | Brentwood                              |
| State/Country:  | TENNESSEE                              |
| Postal Code:    | 37027                                  |
|                 | Limited Liability Company: DELAWARE    |

### PROPERTY NUMBERS Total: 14

| Property Type        | Number   | Word Mark                                |
|----------------------|----------|--|
| Registration Number: | 6197044  | HOPE-CONQUERS                            |
| Registration Number: | 5101405  | KINDRED HOSPITAL REHABILITATION SERVICES |
| Registration Number: | 5138343  | KINDRED REHABILITATION SERVICES          |
| Registration Number: | 6069650  | REHABRELAY                               |
| Registration Number: | 5492698  | ZONTAGO                                  |
| Registration Number: | 5893385  | REHABTRACKER                             |
| Serial Number:       | 88804180 | KNOXVILLE REHABILITATION HOSPITAL        |
| Serial Number:       | 90718794 | KNOXVILLE REHABILITATION HOSPITAL        |
| Serial Number:       | 88814431 | K KNOXVILLE REHABILITATION HOSPITAL      |
| Serial Number:       | 88924992 | ONSPOTCAST                               |
| Serial Number:       | 90230418 | ONSPOTCAST PRESENTED BY KINDRED HEALTHCA |
| Serial Number:       | 90324337 | PEOPLEFIRST REHABILITATION               |
| Serial Number:       | 88869262 | SPOTON                                   |
| Serial Number:       | 90230454 | WELLCOME CHECK                           |

# **CORRESPONDENCE DATA**

12/27/22, 2:02 PM Assignment

 Fax Number:
 2149813400

 Phone:
 214-981-3483

 Email:
 dclark@sidley.com

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.

Correspondent Name: Dusan Clark, Esq.
Address Line 1: Sidley Austin LLP

Address Line 2: 2021 McKinney Ave., Suite 2000

Address Line 4: Dallas, TEXAS 75201

| ATTORNEY DOCKET NUMBER: | 95127-10380   |
|-------------------------|---------------|
| NAME OF SUBMITTER:      | Dusan Clark   |
| Signature:              | /Dusan Clark/ |
| Date:                   | 01/03/2022    |

### **Total Attachments: 4**

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### RECEIPT INFORMATION

 ETAS ID:
 TM699229

 Receipt Date:
 01/03/2022

 Fee Amount:
 \$365

# **EXHIBIT A**

## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("<u>Assignment</u>") is made and entered into as of December 23, 2021, by and between Kindred Healthcare, LLC ("<u>Assignor</u>"), and LifePoint Knight Contract Services LLC ("<u>Assignee</u>") (collectively referred to as the "<u>Parties</u>").

WHEREAS, pursuant to the Asset Transfer Agreement between the Parties of even date herewith (the "<u>Agreement</u>"), Assignor has assigned all right, title and interest in and to all Trademarks listed on the attached <u>Schedule 1</u>, and all goodwill connected with the use thereof or symbolized thereby (collectively referred to as the "Assigned Trademarks"); and

WHEREAS, pursuant to the Agreement, Assignee has acquired all right, title and interest in and to the Assigned Trademarks, and the Parties wish to record such acquisition in the United States Patent and Trademark Office; and

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

Capitalized terms used herein and not defined herein have the meanings set forth in the Agreement.

Pursuant to the Agreement, Assignor hereby irrevocably contributes, transfers, grants, bargains, assigns, conveys and delivers to Assignee, absolutely and not as collateral security; and vests in Assignee all right, title and interest of the Assignor under the Assigned Trademarks, including (i) all licenses for the use of the Assigned Trademarks; (ii) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages, claims, and payments for past, present and future infringements thereof; (iii) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; (iv) all rights corresponding to any of the foregoing throughout the world; and (v) the right to assign the rights conveyed herein, the same to be held and enjoyed by Assignee for its own use and benefit, and for the benefit of its successors and assigns.

This Assignment shall be governed by, construed and enforced in accordance with the laws of the State of Delaware, without regard to the conflicts of Law rules of such state. This Assignment shall inure to the benefit of and is binding upon the respective successors and assigns of Assignor and Assignee.

This Assignment may be executed by the Parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute a single agreement.

[Remainder of this page intentionally left blank]

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

KINDRED HEALTHCARE, LLC

By: Kathy Jeague
Name. Rathry Teague
Title: Authorized Signatory

LIFEPOINT KNIGHT CONTRACT SERVICES LLC

D...

Kathy Jeague Name 23 Kathro Feague

Title: Authorized Signatory

[Signature page to Trademark Assignment Agreement]

# SCHEDULE I

# ASSIGNED TRADEMARKS

| Hospit<br>Rehab<br>Reha<br>Reha<br>Reha<br>Reha<br>ast<br>rst Reha | Kindred Healthcare, LLC | 5,101,405<br>5,138,343<br>88/804,180<br>90/718,794<br>88/814,431<br>88/924,992<br>90/230,418<br>90/230,418<br>90/324,337<br>6,069,650<br>88/869,262<br>90/230,454 | 13-Dec-16<br>7-Feb-17<br>N/A<br>N/A<br>N/A<br>N/A<br>N/A<br>2-Jun-20<br>N/A<br>N/A |
|--|---|---|--|
| Trademark/Service Mark   | Owner   | SERIALINO:/ REGISTRATION  | Date Registered  |
| industry and entering  | Control   | NO.   | Carrier Baseline   |
|  |   |   |  |
|  |   |   |  |
| Kindred Hospital Rehabilitation Services                           | Kindred Healthcare, LLC   | 5,101,405   | 13-Dec-16  |
| Kindred Rehabilitation Services                                    | Kindred Healthcare, LLC   | 5,138,343   | 7-Feb-17   |
| Knoxville Rehabilitation Hospital                                  | Kindred Healthcare, LLC   | 88/804,180  | N/A  |
| Knoxville Rehabilitation Hospital                                  | Kindred Healthcare, LLC   | 90/718,794  | N/A  |
| Knoxville Rehabilitation Hospital (& Design)                       | Kindred Healthcare, LLC   | 88/814,431  | N/A  |
| Onspotcast   | Kindred Healthcare, LLC   | 88/924,992  | N/A  |
| Onspotcast Presented by Kindred Healthcare (and                    |   |   |  |
| design)  | Kindred Healthcare, LLC   | 90/230,418  | N/A  |
| Peoplefirst Rehabilitation   | Kindred Healthcare, LLC   | 90/324,337  | N/A  |
| Rehabrelay   | Kindred Healthcare, LLC   | 6,069,650   | 2-Jun-20   |
| Spoton   | Kindred Healthcare, LLC   | 88/869,262  | N/A  |
| Wellcome Check   | Kindred Healthcare, LLC   | 90/230,454  | N/A  |
| Zontago  | Kindred Healthcare, LLC   | 5,492,698   | 12-Jun-18  |
| Rehabtracker   | Kindred Healthcare, LLC   | 5,893,385   | 22-Oct-19  |

**RECORDED: 10/25/2022**