

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM352074

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
React Weight Management, Inc.		08/17/2015	CORPORATION: FLORIDA
RECEIVING PARTY DATA			
Name:	Reavy Physical Therapy LLC		
Street Address:	225 South Sangamon		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60607		
Entity Type:	LIMITED LIABILITY COMPANY: ILLINOIS		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4635043	REACT	
Registration Number:	3758660	REACT	
Registration Number:	3778982	REACT	
CORRESPONDENCE DATA			
Fax Number:	3122757503		
<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:	312 634-9506		
Email:	tm@partridgeiplaw.com		
Correspondent Name:	Partridge & Garcia PC - John L. Ambrogi		
Address Line 1:	321 N. Clark Street		
Address Line 2:	Suite 720		
Address Line 4:	Chicago, ILLINOIS 60654-5011		
ATTORNEY DOCKET NUMBER:	2074/P140543		
NAME OF SUBMITTER:	John L. Ambrogi - 2074/P140543		
SIGNATURE:	/John L. Ambrogi/		
DATE SIGNED:	08/20/2015		
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TRADEMARK PURCHASE & ASSIGNMENT

This Agreement (the "Agreement") is made effective as of August 19, 2015 from React Weight Management, Inc., a Florida Corporation having its principal place of business at 8787 Perimeter Park Boulevard, Jacksonville, FL 32216 ("ASSIGNOR"), to React Physical Therapy, LLC, an Illinois Limited Liability Company having its principal place of business at 225 South Sangamon, Chicago, IL 60607 ("ASSIGNEE").

WHEREAS, ASSIGNOR is the owner of United States Trademark:

- 1) Registration No. 4635043 for REACT; registered on November 14, 2014;
- 2) Registration No. 3758660 for REACT; registered on March 9, 2010; and
- 3) Registration No. 3778982 for *React*, registered on April 20, 2010;

(Hereinafter referred to collectively "The Trademarks"), together with the goodwill of the business symbolized thereby in connection with the goods or services on which The Trademarks were issued, were registered, and currently exist.

WHEREAS, ASSIGNOR desires to convey, transfer, assign, deliver, and contribute to ASSIGNEE all of its right, title, and interest in and to The Trademarks.

NOW, THEREFORE, for good and valuable consideration in the amount of \$200,000.00

ASSIGNOR hereby sells, conveys, transfers, assigns, delivers, and contributes to ASSIGNEE all of ASSIGNOR'S right, title, and interest of whatever kind in and to The Trademarks, together with (1) the goodwill of the business relating thereto with which The Trademarks are used and for which they are registered; (2) all income, royalties, and damages hereafter due or payable to ASSIGNOR with respect to The Trademarks, including without limitation, damages, and payments for past or future infringements and misappropriations of The Trademarks; and (3) all rights to sue for past, present, and future infringements or misappropriations of The Trademarks. ASSIGNOR does also hereby convey, transfer, assign, deliver, and contribute to ASSIGNEE all of its right, title, and interest in and to any state registrations and any and all common law rights in the name REACT.

ASSIGNOR further agrees to complete the transition to a new name within thirty (30) days of the effective date of this Agreement, including *inter alia*: removing any existing signage; destroying any promotional, advertising or marketing materials; discontinuing any and all business using The Trademarks; shutting down any websites that contain The Trademarks.

ASSIGNOR further agrees that, at ASSIGNEE's sole request, it will execute all documents, papers, forms, and authorizations and take all other actions that may be necessary for securing, completing, or vesting in ASSIGNEE full right, title, and interest in The Trademarks.

ASSIGNOR also does hereby relinquish all claims and rights to and does hereby convey, transfer, assign and deliver to ASSIGNEE any and all residual claims and rights in the Trademark License Agreement that was entered into by the parties April, 2014 (recorded at the US Patent & Trademark Office at Reel. 005257/Frame:0820). ASSIGNOR also acknowledges that pursuant to said Trademark License Agreement, ASSIGNEE shall acquire and receive all of the benefits and rights thereunder and shall have satisfied completely and fully all obligations pursuant to said Trademark License Agreement. This Agreement shall also serve as the required notice and writing pursuant to said Trademark License Agreement.

ASSIGNOR expressly agrees that it shall not, directly or indirectly, use, apply to register, register, and assist others in using or registering, or license third parties to use The Trademarks or any marks confusingly similar to The Trademarks for any goods or services. ASSIGNOR also expressly agrees that it shall not, directly or indirectly, use, apply to register, register, and assist others in using or registering a domain name that includes the word "react" in any way and agrees to effectuate the transfer to ASSIGNEE all domain names that incorporate the word "react".

The Parties Hereto Also Expressly Acknowledge, Covenant And Agree To The Following:

1) Entire Agreement. It is expressly understood that this Agreement contains the complete understanding of all of the parties hereto, and no alterations, modifications or amendments of this Agreement shall be effective and binding unless in writing and signed by all of the parties hereto.

2) Force Majeure. Neither party will be responsible for failure to fulfill its obligations under This Agreement due to causes beyond its reasonable control.

3) Successors. This Agreement is understood to extend to and be binding upon all the heirs, executors, administrators, and assigns of the parties hereto.

4) Notice. All notices, requests, demands, and other communications under this Agreement or in connection therewith shall be given to or be made upon the respective parties hereto in writing to the other by hand-delivery or over-night courier.

5) Relationship of the Parties. It is expressly agreed that nothing contained herein or done in pursuance of this Agreement shall constitute the parties as entering into a joint venture, into a partnership or any business relationship whatsoever. Further the parties expressly agree that this Agreement shall not in any way create in either party an agency or that either party is the agent for the other for any purpose or in any sense whatsoever and neither party shall have the right to make any warranty or representation to such effect.

6) Mutual Representations. Each Party represents to the other Party that it (a) is an entity duly organized and validly existing under the laws of its jurisdiction of organization; and (b) has all the necessary power and authority to negotiate, execute, deliver and perform its obligations under this Agreement.

7) Liabilities and Obligations. By entering into this Agreement, ASSIGNEE does not in any way, directly or indirectly, assume any of the ASSIGNOR's obligations, liabilities, claims or burdens that existed in the past, currently exist or may develop or ripen in the future. The ASSIGNOR shall indemnify, defend and hold harmless the ASSIGNEE against any obligations, liabilities, claims or burdens whatsoever attributable to the ASSIGNOR's conduct or ASSIGNOR's activities as it relates to The Trademarks or the business associated with The Trademarks.

IN WITNESS WHEREOF the Parties have executed this Agreement as of the date set forth below:

React Weight Management, Inc

August 14, 2015

By:

Title: PRESIDENT

React Physical Therapy, LLC,

August _____, 2015

A handwritten signature in black ink, consisting of a large circle with a horizontal line through it, followed by a series of loops and a final downward stroke.

By _____

Title:

End of Document