


Exhibit A

Third Party Registrations


| Citation | Image | Owner | Goods and Services | Status | App. No. | App. Date | Reg. No. | Reg. Date |
|----------------------|----------------------|--|---|------------|--------------|-----------------|-------------|-----------------|
| THRIVE SENIOR LIVING | THRIVE SENIOR LIVING | THRIVE SENIOR LIVING, LLC GEORGIA LIMITED LIABILITY CO. 2802 PACES FERRY ROAD, SUITE 200 ATLANTA, GEORGIA, 30339 | <p>INT. CL. 35 BUSINESS ADMINISTRATION AND MANAGEMENT IN THE FIELDS OF RETIREMENT, INDEPENDENT LIVING, ASSISTED LIVING AND LONG TERM CARE FACILITIES FOR OTHERS</p> <p>INT. CL. 36 LEASING, RENTAL AND MANAGEMENT OF REAL ESTATE IN THE NATURE OF SENIOR ASSISTED LIVING AND LONG TERM CARE FACILITIES</p> <p>INT. CL. 43 RETIREMENT HOMES; PROVIDING ASSISTED LIVING FACILITIES; ADULT CARE IN THE NATURE OF MEAL AND FOOD PREPARATION SERVICES</p> <p>INT. CL. 44 ASSISTED LIVING AND LONG TERM CARE SERVICES, NAMELY, PERSONAL GROOMING AND INCONTINENCE CARE</p> <p>INT. CL. 45 ASSISTED LIVING AND LONG TERM CARE SOCIAL SERVICES, NAMELY, COMPANIONSHIP SERVICES FOR ELDERLY AND DISABLED INDIVIDUALS; PERSONAL CARE ASSISTANCE OF</p> | Registered | App 86259267 | App 22-APR-2014 | Reg 5640126 | Reg 01-JAN-2019 |

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| | | | ACTIVITIES OF DAILY LIVING, SUCH AS BATHING, GROOMING AND PERSONAL MOBILITY FOR MENTALLY OR PHYSICALLY CHALLENGED PEOPLE; IN-HOME SUPPORT MANAGEMENT SERVICES TO SENIOR PERSONS, NAMELY, GERIATRIC CARE MANAGEMENT SERVICES IN THE NATURE OF THE COORDINATION OF NECESSARY SERVICES AND PERSONAL CARE FOR OLDER INDIVIDUALS; PROVIDING PATIENT ADVOCATE SERVICES TO PATIENTS IN ASSISTED LIVING AND LONG TERM CARE FACILITIES | | | | | |
| THRIVE SENIOR LIVING |  | THRIVE SENIOR LIVING, LLC GEORGIA LIMITED LIABILITY CO. 2802 PACES FERRY ROAD, SUITE 200 ATLANTA, GEORGIA, 30339 | INT. CL. 35 BUSINESS ADMINISTRATION AND MANAGEMENT IN THE FIELDS OF RETIREMENT, INDEPENDENT LIVING, ASSISTED LIVING AND LONG TERM CARE FACILITIES FOR OTHERS INT. CL. 36 LEASING, RENTAL AND MANAGEMENT OF REAL ESTATE IN THE NATURE OF SENIOR ASSISTED LIVING AND LONG TERM CARE FACILITIES INT. CL. 43 RETIREMENT HOMES; PROVIDING ASSISTED LIVING | Registered | App 86259382 | App 22- APR- 2014 | Reg 5640127 | Reg 01- JAN-2019 |

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| | | | <p>FACILITIES; ADULT CARE IN THE NATURE OF MEAL AND FOOD PREPARATION SERVICES</p> <p>INT. CL. 44 ASSISTED LIVING AND LONG TERM CARE SERVICES, NAMELY, PERSONAL GROOMING AND INCONTINENCE CARE</p> <p>INT. CL. 45 ASSISTED LIVING AND LONG TERM CARE SOCIAL SERVICES, NAMELY, COMPANIONSHIP SERVICES FOR ELDERLY AND DISABLED INDIVIDUALS; PERSONAL CARE ASSISTANCE OF ACTIVITIES OF DAILY LIVING, SUCH AS BATHING, GROOMING AND PERSONAL MOBILITY FOR MENTALLY OR PHYSICALLY CHALLENGED PEOPLE; IN-HOME SUPPORT MANAGEMENT SERVICES TO SENIOR PERSONS, NAMELY, GERIATRIC CARE MANAGEMENT SERVICES IN THE NATURE OF THE COORDINATION OF NECESSARY SERVICES AND PERSONAL CARE FOR OLDER INDIVIDUALS; PROVIDING PATIENT ADVOCATE SERVICES TO PATIENTS IN ASSISTED LIVING AND LONG TERM</p> | | | | | |
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| | | | CARE FACILITIES | | | | | |
| THRIVE | THRIVE | THE WATERS SENIOR LIVING, LLC MINNESOTA LIMITED LIABILITY CO. 1600 HOPKINS CROSSROAD MINNETONKA, MINNESOTA, 55305 | INT. CL. 35 BUSINESS SERVICES, NAMELY, OPERATION OF ASSISTED LIVING SENIOR HOUSING FACILITIES | Registered | App 85853461 | App 19-FEB-2013 | Reg 4610550 | Reg 23-SEP-2014 |
| THRIVE |  | KAISER FOUNDATION HEALTH PLAN, INC. CALIFORNIA CORPORATION ONE KAISER PLAZA OAKLAND, CALIFORNIA, 94612 | INT. CL. 36 ORGANIZATION AND ADMINISTRATION OF PREPAID HEALTH CARE PLANS AND HEALTH CARE COVERAGE; PROVIDING INFORMATION ON HEALTH INSURANCE | Registered | App 87700377 | App 28-NOV-2017 | Reg 5443433 | Reg 10-APR-2018 |
| THRIVE | thrive | KAISER FOUNDATION HEALTH PLAN, INC. CALIFORNIA CORPORATION ONE KAISER PLAZA OAKLAND, CALIFORNIA, 94612 | INT. CL. 36 ORGANIZATION AND ADMINISTRATION OF PREPAID HEALTH CARE PLANS AND HEALTH CARE COVERAGE; PROVIDING INFORMATION ON HEALTH INSURANCE | Registered | App 87700349 | App 28-NOV-2017 | Reg 5443429 | Reg 10-APR-2018 |
| CDPHP THRIVE | CDPHP THRIVE | CAPITAL DISTRICT PHYSICIANS' HEALTH PLAN, INC. NEW YORK NON-PROFIT CORPORATION 500 PATROON CREEK BOULEVARD ALBANY, NEW YORK, 12206 | INT. CL. 16 NEWSLETTERS FOR HEALTH INSURANCE PLAN MEMBERS IN THE FIELDS OF HEALTH INSURANCE, HEALTH CARE, AND HEALTHY LIVING | Registered | App 87325507 | App 06-FEB-2017 | Reg 5342591 | Reg 21-NOV-2017 |
| THRIVE | THRiVE | THRIVE TOGETHER NOW OREGON NONPROFIT CORPORATION 5331 SW MACADAM AVE. | INT. CL. 16 GENERAL FEATURE MAGAZINES FEATURING INFORMATION AND CONTENT IN THE FIELDS OF | Registered | App 86241051 | App 03-APR-2014 | Reg 5586419 | Reg 16-OCT-2018 |

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| | | <p>258, PMB 459 PORTLAND, OREGON, 97239</p> | <p>FASHION, BEAUTY, TRAVEL, HOME DECORATING, PERSONAL RELATIONSHIPS, CONSUMER GOODS, HEALTH AND FITNESS, SPORTS, EXERCISE, INDEPENDENT LIVING, VOLUNTEER ACTIVITIES, LEGAL ASSISTANCE, INSURANCE, TECHNOLOGY, CAREERS, FAMILY RELATIONSHIPS, HOME CARE, EMPATHY AND SENSITIVITY TRAINING, AND EDUCATION, ALL ORIENTED TOWARDS MEMBERS OF THE SPECIAL NEEDS COMMUNITY AND THOSE MEMBERS OF THE GENERAL PUBLIC SEEKING INFORMATION AND RESOURCES ON ISSUES AND TOPICS AFFECTING MEMBERS OF THE SPECIAL NEEDS COMMUNITY; POSTERS</p> <p>INT. CL. 41 PROVIDING ELECTRONIC PUBLICATIONS, NAMELY, BLOGS AND ONLINE, NON- DOWNLOADABLE MAGAZINES FEATURING INFORMATION AND CONTENT IN THE FIELDS OF FASHION, BEAUTY, TRAVEL, HOME DECORATING, PERSONAL RELATIONSHIPS, CONSUMER GOODS, HEALTH AND FITNESS,</p> | | | | | |
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| | | | <p>SPORTS, EXERCISE, INDEPENDENT LIVING, VOLUNTEER ACTIVITIES, LEGAL ASSISTANCE, INSURANCE, TECHNOLOGY, CAREERS, FAMILY RELATIONSHIPS, HOME CARE, EMPATHY AND SENSITIVITY TRAINING, AND EDUCATION, ALL ORIENTED TOWARDS MEMBERS OF THE SPECIAL NEEDS COMMUNITY AND THOSE MEMBERS OF THE GENERAL PUBLIC SEEKING INFORMATION AND RESOURCES ON ISSUES AND TOPICS AFFECTING MEMBERS OF THE SPECIAL NEEDS COMMUNITY</p> <p>INT. CL. 45 TELEPHONE HOTLINE SERVICES, NAMELY, PROVIDING EMOTIONAL SUPPORT SERVICES TO MEMBERS OF THE SPECIAL NEEDS COMMUNITY, NAMELY, FAMILIES AND CAREGIVERS, AND TO MEMBERS OF THE GENERAL PUBLIC SEEKING EMOTIONAL SUPPORT ON ISSUES AND TOPICS AFFECTING MEMBERS OF THE SPECIAL NEEDS COMMUNITY</p> | | | | | |
| GOLDEN PATHWAYS |  | GOLDEN PATHWAYS INC. CALIFORNIA CORPORATION 438 N | <p>INT. CL. 35 A REFERRAL SERVICE TO HELP SENIORS FIND ASSISTED LIVING HOMES,</p> | Registered | App 86726658 | App 17- AUG- 2015 | Reg 4926932 | Reg 29- MAR-2016 |

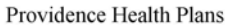

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| | | CALIFORNIA STREET SAN GABRIEL, CALIFORNIA, 91775 | RETIREMENT COMMUNITIES, AND NURSING HOMES | | | | | |
| GOLDEN HOSPITALITY | GOLDEN HOSPITALITY | GGNSC CLINICAL SERVICES LLC DELAWARE LIMITED LIABILITY CO. 1000 BEVERLY WAY FORT SMITH, ARKANSAS, 72919 | INT. CL. 43 SENIOR LIVING FACILITIES, NAMELY, ASSISTED LIVING FACILITIES; PROVIDING DINING SERVICES AND MEAL PREPARATION SERVICES FOR RESIDENTS OF SKILLED NURSING FACILITIES AND SENIOR LIVING FACILITIES | Registered | App 85154670 | App 18-OCT-2010 | Reg 4242527 | Reg 13-NOV-2012 |
| GOLDEN ORCHARD | Golden Orchard | GOLDEN ORCHARD FRANCHISING, INC. COLORADO CORPORATION 2322 BEACHHAM DR. CASTLE ROCK, COLORADO, 80104 | INT. CL. 43 PROVIDING ASSISTED LIVING FACILITIES | Renewed (Registered) | App 78688973 | App 09-AUG-2005 | Reg 3117219 | Reg 18-JUL-2006 |
| GOLDEN ORCHARD |  | GOLDEN ORCHARD FRANCHISING, INC. COLORADO CORPORATION 890 E. ORCHARD RD. CENTENNIAL, COLORADO, 80121 | INT. CL. 43 PROVIDING ASSISTED LIVING FACILITIES | Renewed (Registered) | App 78689010 | App 09-AUG-2005 | Reg 3224084 | Reg 03-APR-2007 |
| GOLDENCARE Cross References: GOLDEN CARE | GOLDENCARE | GOLDENCARE USA, INC. DELAWARE CORPORATION 10700 OLD COUNTY RD 15 PLYMOUTH, MINNESOTA, 55441 | INT. CL. 36 INSURANCE SERVICES, NAMELY, UNDERWRITING LIFE AND HEALTH INSURANCE | Registered | App 87874341 | App 12-APR-2018 | Reg 5616588 | Reg 27-NOV-2018 |
| GOLDEN OUTLOOK | GOLDEN OUTLOOK | UNITEDHEALTH GROUP INCORPORATED DELAWARE | INT. CL. 35 INSURANCE AGENT REFERRALS, PROMOTION OF | Registered | App 85698294 | App 08-AUG-2012 | Reg 4382625 | Reg 13-AUG-2013 |

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| | | <p>CORPORATION 9900 BREN ROAD EAST, MN008-T202 MINNETONKA, MINNESOTA, 55343</p> | <p>FINANCIAL AND INSURANCE SERVICES, ON BEHALF OF THIRD PARTIES; PROCUREMENT OF LIFE INSURANCE AND LONG-TERM CARE POLICIES FOR OTHERS</p> <p>INT. CL. 36 INSURANCE SERVICES, NAMELY, INSURANCE BROKERAGE, INSURANCE CONSULTATION, AND PROVIDING INFORMATION REGARDING INSURANCE; CONSULTING CONCERNING INSURANCE IN THE NATURE OF INSURANCE ENROLLMENT ASSISTANCE IN HEALTH MAINTENANCE ORGANIZATION MEDICARE AND CHOICE PLANS OF OTHERS; CONSULTING CONCERNING INSURANCE IN THE NATURE OF INSURANCE ENROLLMENT ASSISTANCE IN INDIVIDUAL AND SMALL GROUP PLANS OF OTHERS; CONSULTING CONCERNING INSURANCE IN THE NATURE OF INSURANCE ENROLLMENT ASSISTANCE IN VARIOUS MEDICARE SUPPLEMENT PLANS OF OTHERS</p> | | | | | |
| LIBERTY LUTHERAN | | LIBERTY LUTHERAN | INT. CL. 36 CHARITABLE FUND- | Renewed (Registered) | App 76062997 | App 19- | Reg 2590534 | Reg 09- JUL-2002 |

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| SERVICES | | SERVICES PENNSYLVANIA CORPORATION 250 N. BETHLEHEM PIKE AMBLER, PENNSYLVANIA, 19002 | RAISING INT. CL. 42 HEALTH CARE SERVICES, NAMELY PROVIDING NURSING CARE, ASSISTED LIVING, CONTINUING CARE, AND PREVENTATIVE HEALTH SERVICES; SOCIAL SERVICES, NAMELY PROVIDING DAY CARE CENTERS, AFTER-SCHOOL PROGRAMS, HOUSING, RETIREMENT HOMES AND ADOPTION, FOSTER CARE AND ELDER CARE SERVICES; CHARITABLE SERVICES, NAMELY PROVIDING FOOD, CLOTHING, MEDICINE AND SERVICES TO IMMIGRANTS AND REFUGEES | | | MAY-2000 | | |
| THE LIBERTY | | KIRTLAND MIDWEST HEALTHCARE GROUP, LLC DELAWARE LIMITED LIABILITY COMPANY SUITE 100 30050 CHAGRIN BOULEVARD PEPPER PIKE, OHIO, 44124-5704 | INT. CL. 42 HEALTH CARE SERVICES IN THE NATURE OF PROVIDING HOUSING, PERSONALIZED SUPPORT SERVICES, AND HEALTH CARE FOR RESIDENTS OF AN ASSISTED LIVING COMMUNITY WHO REQUIRE HELP WITH ACTIVITIES OF DAILY LIVING | Renewed (Registered) | App 75835910 | App 29-OCT-1999 | Reg 2465183 | Reg 03-JUL-2001 |
| LIBERTY BANKERS INSURANCE GROUP |  | LIBERTY BANKERS LIFE INSURANCE COMPANY OKLAHOMA CORPORATION 1605 LBJ FREEWAY, SUITE 710 DALLAS, TEXAS, 75234 | INT. CL. 36 UNDERWRITING AND ADMINISTRATION OF LIFE INSURANCE, HEALTH INSURANCE, AND ANNUITIES | Registered | App 87639905 | App 10-OCT-2017 | Reg 5659011 | Reg 22-JAN-2019 |

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| LIBERTY NATIONAL | LIBERTY NATIONAL | LIBERTY NATIONAL LIFE INSURANCE COMPANY NEBRASKA CORPORATION 3700 S. STONEBRIDGE DRIVE MCKINNEY, TEXAS, 75070 | INT. CL. 36 UNDERWRITING, ISSUANCE AND ADMINISTRATION OF LIFE, HEALTH AND ACCIDENT INSURANCE | Registered | App 86340979 | App 18- JUL- 2014 | Reg 4948910 | Reg 03- MAY-2016 |
| HORIZON CAREONLINE Cross References: HORIZON CARE ONLINE | HORIZON CAREONLINE | HORIZON HEALTHCARE SERVICES, INC. NEW JERSEY CORPORATION 3 PENN PLAZA EAST NEWARK, NEW JERSEY, 071052200 | INT. CL. 36 HEALTH INSURANCE ADMINISTRATION IN CONNECTION WITH TELEHEALTH AND TELEMEDICINE TO INSURED INT. CL. 44 TELEMEDICINE SERVICES | Registered | App 87238666 | App 16- NOV- 2016 | Reg 5688496 | Reg 05- MAR-2019 |
| HORIZON BAY | HORIZON BAY | HORIZON BAY REALTY, L.L.C. DELAWARE LIMITED LIABILITY CO. 5426 BAY CENTER DRIVE SUITE 600 TAMPA, FLORIDA, 33609 | INT. CL. 43 RETIREMENT HOMES; AND PROVIDING HEALTH CARE FACILITIES AND SERVICES, NAMELY, INDEPENDENT LIVING AND ASSISTED LIVING FACILITIES INT. CL. 44 NURSING HOMES; NURSING HOME CARE SERVICES; HEALTH CARE SERVICES IN ASSISTED LIVING FACILITIES AND IN HOMES IN THE COMMUNITY; HEALTH CARE SERVICES, NAMELY, WELLNESS PROGRAMS INT. CL. 45 PERSONAL CARE ASSISTANCE OF ACTIVITIES OF DAILY LIVING, SUCH AS BATHING, GROOMING AND PERSONAL MOBILITY FOR MENTALLY OR | Registered | App 86023825 | App 30- JUL- 2013 | Reg 4497521 | Reg 18- MAR-2014 |

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| | | | PHYSICALLY CHALLENGED PEOPLE | | | | | |
| PROVIDENCE PLACE | PROVIDENCE PLACE | G.M. LEADER CORP. DBA PROVIDENCE PLACE PENNSYLVANIA CORPORATION 1528 SAND HILL ROAD HUMMELSTOWN, PENNSYLVANIA, 17036 | <p>INT. CL. 43 PROVIDING ASSISTED LIVING FACILITIES; RETIREMENT HOMES; PROVIDING TEMPORARY ACCOMMODATIONS, NAMELY, RESIDENTIAL HOMES AND HOUSING SERVICES FOR INDIVIDUALS WITH SHORT-TERM RECUPERATIVE NEEDS; ASSISTED LIVING FACILITIES; NURSING AND PHYSICAL REHABILITATION CENTER SERVICES AND RESIDENTIAL CARE FACILITY SERVICES FOR THE ELDERLY</p> <p>INT. CL. 44 PROVIDING PHYSICAL REHABILITATION, PHYSICAL THERAPY SERVICES, AND HOSPICE CARE; MEDICATION MANAGEMENT IN THE NATURE OF PREPARATION AND DISPENSING OF MEDICATIONS</p> <p>INT. CL. 45 PERSONAL CARE ASSISTANCE OF ACTIVITIES OF DAILY LIVING, SUCH AS BATHING, GROOMING, DRESSING AND PERSONAL MOBILITY FOR MENTALLY OR PHYSICALLY CHALLENGED PEOPLE; ASSISTED LIVING SERVICES FOR PERSONAL</p> | Registered | App 86647807 | App 01- JUN- 2015 | Reg 4996181 | Reg 12- JUL-2016 |

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| | | | PURPOSES IN THE NATURE OF PROVIDING HOUSEKEEPING SERVICES, LAUNDRY SERVICES, TRANSPORTATION SERVICES TO AND FROM APPOINTMENTS, MEAL SERVICES, AND RECREATIONAL GAME ROOMS FOR RESIDENTS WITH MEMORY LOSS, ALZHEIMER'S DISEASE, AND DEMENTIA | | | | | |
| PROVIDENCE HEALTH PLANS |  Providence Health Plans | PROVIDENCE HEALTH PLAN OREGON NON-PROFIT CORPORATION 1801 LIND AVE. SW, SUITE 9016 RENTON, WASHINGTON, 98057 | INT. CL. 36 ADMINISTRATION OF PRE-PAID HEALTH CARE PLANS; CLAIMS ADMINISTRATION SERVICES IN THE FIELD OF HEALTH INSURANCE; INSURANCE SERVICES, NAMELY, UNDERWRITING, ISSUANCE AND ADMINISTRATION OF HEALTH INSURANCE | Registered | App 85183976 | App 23-NOV-2010 | Reg 3985612 | Reg 28- JUN-2011 |
| DISCOVERY MARKETPLACE Cross References: DISCOVERY MARKET PLACE |  Discovery Marketplace | DISCOVERY BENEFITS, LLC NORTH DAKOTA LIMITED LIABILITY COMPANY 4321 20TH AVENUE SW FARGO, NORTH DAKOTA, 58103 | INT. CL. 35 PROVIDING HEALTH INSURANCE EXCHANGES IN THE NATURE OF A MARKETPLACE THAT OFFERS PURCHASERS OF HEALTH, DENTAL, VISION, PRESCRIPTION, AND IDENTITY THEFT INSURANCE A VARIETY OF PLANS FROM DIFFERENT INSURANCE PROVIDERS | Registered | App 86111717 | App 06-NOV-2013 | Reg 4773574 | Reg 14- JUL-2015 |

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| DISCOVERY SENIOR LIVING | DISCOVERY SENIOR LIVING | AMERICAN TRUST SENIOR CARE, LLC DELAWARE LIMITED LIABILITY CO. 3301 BONITA BEACH ROAD, SUITE 208 BONITA SPRINGS, FLORIDA, 34134 | INT. CL. 43 OPERATION OF SENIOR HOUSING FACILITIES FOR PROVIDING SERVICES TO THE ELDERLY, NAMELY, PROVIDING ASSISTED LIVING AND INDEPENDENT LIVING FACILITIES | Registered | App 85945143 | App 29- MAY- 2013 | Reg 4813327 | Reg 15- SEP-2015 |
| DISCOVERY SENIOR LIVING |  DISCOVERY Senior Living | AMERICAN TRUST SENIOR CARE, LLC DELAWARE LIMITED LIABILITY CO. 3301 BONITA BEACH ROAD, SUITE 208 BONITA SPRINGS, FLORIDA, 34134 | INT. CL. 43 OPERATION OF SENIOR HOUSING FACILITIES FOR PROVIDING SERVICES TO THE ELDERLY, NAMELY, PROVIDING ASSISTED LIVING AND INDEPENDENT LIVING FACILITIES | Registered | App 85945167 | App 29- MAY- 2013 | Reg 4813328 | Reg 15- SEP-2015 |
| GUARDIAN HOME HEALTH | GUARDIAN HOME HEALTH | GUARDIAN HOME HEALTH CARE LLC ILLINOIS LIMITED LIABILITY CO. SUITE 301 181 WAUKEGAN RD. NORTHFIELD, ILLINOIS, 60093 | INT. CL. 44 PHYSICAL AND OCCUPATIONAL REHABILITATION; TRANSITIONAL HEALTH CARE; NURSING HOME CARE; HOME HEALTH AND HOSPICE CARE; PHYSICAL, SPEECH AND OCCUPATIONAL REHABILITATION THERAPY; ASSISTED LIVING HEALTH CARE; SKILLED NURSING HOME CARE, SPEECH, PHYSICAL AND OCCUPATIONAL THERAPY; HEALTH CARE, NAMELY, HOME HEALTH CARE, HOSPICE, POST-ACUTE CARE, SUB-ACUTE CARE, CHRONIC CARE, AND GERIATRIC HEALTH CARE MANAGEMENT; | Registered | App 85508755 | App 04- JAN- 2012 | Reg 4297234 | Reg 05- MAR-2013 |

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| | | | <p>PROVIDING HOSPICE SERVICES TO THOSE LIVING AT HOME OR IN A NURSING OR ASSISTED CARE FACILITY AND THEIR FAMILIES, NAMELY, PROVIDING NURSING AND NURSING CARE, CERTIFIED HOME HEALTH AIDES, VOLUNTEERS, THERAPISTS AND REHABILITATION THERAPIES IN THE NATURE OF PHYSICAL, OCCUPATIONAL THERAPIES, AND REGISTERED DIETITIANS</p> <p>INT. CL. 45 HOME CARE AND ADULT CARE SERVICES IN THE NATURE OF PROVIDING NON-MEDICAL IN-HOME ASSISTED LIVING SERVICES TO HOSPICE PATIENTS AND THEIR FAMILIES, NAMELY, COMPANIONSHIP, COUNSELING AND EMOTIONAL SUPPORT; GRIEF COUNSELING; PERSONAL CARE ASSISTANCE OF ACTIVITIES OF DAILY LIVING, SUCH AS BATHING, GROOMING AND PERSONAL MOBILITY FOR MENTALLY OR PHYSICALLY CHALLENGED PEOPLE; PROVIDING PERSONAL SUPPORT SERVICES FOR FAMILIES OF PATIENTS WITH</p> | | | | | |
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| | | | LIFE THREATENING DISORDERS, NAMELY, COMPANIONSHIP, COUNSELING AND EMOTIONAL SUPPORT; GRIEF COUNSELING; PERSONAL CARE ASSISTANCE OF ACTIVITIES OF DAILY LIVING, SUCH AS BATHING, GROOMING AND PERSONAL MOBILITY FOR MENTALLY OR PHYSICALLY CHALLENGED PEOPLE; CASE MANAGEMENT SERVICES, NAMELY, COORDINATING LEGAL, SOCIAL AND PSYCHOLOGICAL SERVICES FOR ELDERLY PERSONS | | | | | |
| GUARDIAN ANGEL HOMES | | HUMAN RESOURCE CONSTRUCTION COMPANY, INC. IDAHO CORPORATION POST OFFICE BOX 830 RATHDRUM, IDAHO, 83858 | INT. CL. 43 PROVIDING ASSISTED LIVING FACILITIES | Renewed (Registered) | App 76468985 | App 21- NOV-2002 | Reg 2784034 | Reg 18- NOV-2003 |
| GUARDIAN | | GUARDIAN LIFE INSURANCE COMPANY OF AMERICA, THE NEW YORK CORPORATION 7 HANOVER STREET NEW YORK, NEW YORK, 10004 | INT. CL. 36 INSURANCE SERVICES, NAMELY GROUP HEALTH INSURANCE UNDERWRITING SERVICES | Renewed (Registered) | App 74052345 | App 24- APR-1990 | Reg 1637818 | Reg 12- MAR-1991 |

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Mark: THRIVE SENIOR LIVING

THRIVE SENIOR LIVING

US Serial Number: 86259267

Application Filing Date: Apr. 22, 2014

US Registration Number: 5640126

Registration Date: Jan. 01, 2019

Register: Principal

Mark Type: Service Mark

Status: Registered. The registration date is used to determine when post-registration maintenance documents are due.

Status Date: Jan. 01, 2019

Publication Date: Dec. 13, 2016

Mark Information

Mark Literal Elements: THRIVE SENIOR LIVING

Standard Character Claim: Yes. The mark consists of standard characters without claim to any particular font style, size, or color.

Mark Drawing Type: 4 - STANDARD CHARACTER MARK

Disclaimer: "SENIOR LIVING"

Order Restricting Scope: Registration limited to the area comprising the entire United States except the state of Minnesota pursuant to Concurrent Use Proceeding No. 94002735. Concurrent registration with The Waters Senior Living, LLC, Registration No. 4610550.

Goods and Services

Note:

The following symbols indicate that the registrant/owner has amended the goods/services:

- Brackets [...] indicate deleted goods/services;
- Double parenthesis ((...)) identify any goods/services not claimed in a Section 15 affidavit of incontestability; and
- Asterisks *...* identify additional (new) wording in the goods/services.

For: Business administration and management in the fields of retirement, independent living, assisted living and long term care facilities for others

International Class(es): 035 - Primary Class

U.S Class(es): 100, 101, 102

Class Status: ACTIVE

Basis: 1(a)

First Use: Jan. 02, 2012

Use in Commerce: Jan. 02, 2012

For: Leasing, rental and management of real estate in the nature of senior assisted living and long term care facilities

International Class(es): 036 - Primary Class

U.S Class(es): 100, 101, 102

Class Status: ACTIVE

Basis: 1(a)

First Use: Jan. 02, 2012

Use in Commerce: Jan. 02, 2012

For: Retirement homes; providing assisted living facilities; adult care in the nature of meal and food preparation services

International Class(es): 043 - Primary Class

U.S Class(es): 100, 101

Class Status: ACTIVE

Basis: 1(a)

First Use: Jan. 02, 2012

Use in Commerce: Jan. 02, 2012

For: Assisted living and long term care services, namely, personal grooming and incontinence care

International Class(es): 044 - Primary Class

U.S Class(es): 100, 101

Class Status: ACTIVE

Basis: 1(a)

First Use: Jan. 02, 2012

Use in Commerce: Jan. 02, 2012

For: Assisted living and long term care social services, namely, companionship services for elderly and disabled individuals; personal care assistance of activities of daily living, such as bathing, grooming and personal mobility for mentally or physically challenged people; in-home support management services to senior persons, namely, geriatric care management services in the nature of the coordination of necessary services and personal care for older individuals; providing patient advocate services to patients in assisted living and long term care facilities

International Class(es): 045 - Primary Class

U.S Class(es): 100, 101

Class Status: ACTIVE

Basis: 1(a)

First Use: Jan. 02, 2012

Use in Commerce: Jan. 02, 2012

Basis Information (Case Level)

Filed Use: Yes

Currently Use: Yes

Amended Use: No

Filed ITU: No

Currently ITU: No

Amended ITU: No

Filed 44D: No

Currently 44D: No

Amended 44D: No

Filed 44E: No

Currently 44E: No

Amended 44E: No

Filed 66A: No

Currently 66A: No

Filed No Basis: No

Currently No Basis: No

Current Owner(s) Information

Owner Name: Thrive Senior Living, LLC

Owner Address: 2802 Paces Ferry Road, Suite 200
Atlanta, GEORGIA 30339
UNITED STATES

Legal Entity Type: LIMITED LIABILITY COMPANY

State or Country Where Organized: GEORGIA

Attorney/Correspondence Information

Attorney of Record

Attorney Name: Mark L. Seigel

Docket Number: T022.T001

Attorney Primary Email Address: seigel@AddIPvalue.com

Attorney Email Authorized: Yes

Correspondent

Correspondent Name/Address: Mark L. Seigel
THE SEIGEL LAW FIRM LLC
1397 Carroll Drive NW
ATLANTA, GEORGIA 30318-3601
UNITED STATES

Phone: 770-395-5920

Correspondent e-mail: service@addipvalue.com

Correspondent e-mail Authorized: Yes

Domestic Representative - Not Found

Prosecution History

| Date | Description | Proceeding Number |
|---------------|--|-------------------|
| Jan. 02, 2019 | TEAS CHANGE OF CORRESPONDENCE RECEIVED | |
| Jan. 01, 2019 | REGISTERED-PRINCIPAL REGISTER | |
| Nov. 13, 2018 | TTAB RELEASE CASE TO TRADEMARKS | |

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| Nov. 09, 2018 | CONCURRENT USE TERMINATED NO. 999999 | 2735 |
| Sep. 14, 2018 | CONCURRENT USE GRANTED NO. 999999 | 2735 |
| Mar. 20, 2017 | CONCURRENT USE PROC. INSTITUTED NO. 999999 | 2735 |
| Dec. 13, 2016 | OFFICIAL GAZETTE PUBLICATION CONFIRMATION E-MAILED | |
| Dec. 13, 2016 | PUBLISHED FOR OPPOSITION | |
| Nov. 23, 2016 | NOTIFICATION OF NOTICE OF PUBLICATION E-MAILED | |
| Nov. 10, 2016 | LAW OFFICE PUBLICATION REVIEW COMPLETED | 70997 |
| Nov. 03, 2016 | APPROVED FOR PUB - PRINCIPAL REGISTER | |
| Oct. 28, 2016 | TEAS/EMAIL CORRESPONDENCE ENTERED | 88889 |
| Oct. 28, 2016 | CORRESPONDENCE RECEIVED IN LAW OFFICE | 88889 |
| Oct. 28, 2016 | TEAS RESPONSE TO OFFICE ACTION RECEIVED | |
| Oct. 26, 2016 | NOTIFICATION OF NON-FINAL ACTION E-MAILED | 6325 |
| Oct. 26, 2016 | NON-FINAL ACTION E-MAILED | 6325 |
| Oct. 26, 2016 | NON-FINAL ACTION WRITTEN | 83698 |
| Oct. 12, 2016 | TEAS/EMAIL CORRESPONDENCE ENTERED | 88889 |
| Oct. 11, 2016 | CORRESPONDENCE RECEIVED IN LAW OFFICE | 88889 |
| Oct. 11, 2016 | TEAS RESPONSE TO OFFICE ACTION RECEIVED | |
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| Apr. 11, 2016 | NON-FINAL ACTION E-MAILED | 6325 |
| Apr. 11, 2016 | NON-FINAL ACTION WRITTEN | 83698 |
| Mar. 21, 2016 | LIE CHECKED SUSP - TO ATTY FOR ACTION | 70997 |
| Sep. 08, 2015 | REPORT COMPLETED SUSPENSION CHECK CASE STILL SUSPENDED | 70997 |
| Sep. 01, 2015 | ASSIGNED TO LIE | 70997 |
| Feb. 24, 2015 | NOTIFICATION OF LETTER OF SUSPENSION E-MAILED | 6332 |
| Feb. 24, 2015 | LETTER OF SUSPENSION E-MAILED | 6332 |
| Feb. 24, 2015 | SUSPENSION LETTER WRITTEN | 83698 |
| Feb. 06, 2015 | TEAS/EMAIL CORRESPONDENCE ENTERED | 88889 |
| Feb. 05, 2015 | CORRESPONDENCE RECEIVED IN LAW OFFICE | 88889 |
| Feb. 05, 2015 | TEAS RESPONSE TO OFFICE ACTION RECEIVED | |
| Feb. 05, 2015 | TEAS CHANGE OF CORRESPONDENCE RECEIVED | |
| Feb. 04, 2015 | ATTORNEY/DOM.REP.REVOKED AND/OR APPOINTED | |
| Feb. 04, 2015 | TEAS REVOKE/APP/CHANGE ADDR OF ATTY/DOM REP RECEIVED | |
| Aug. 05, 2014 | NOTIFICATION OF NON-FINAL ACTION E-MAILED | 6325 |
| Aug. 05, 2014 | NON-FINAL ACTION E-MAILED | 6325 |
| Aug. 05, 2014 | NON-FINAL ACTION WRITTEN | 83698 |
| Aug. 01, 2014 | ASSIGNED TO EXAMINER | 83698 |
| May 06, 2014 | NEW APPLICATION OFFICE SUPPLIED DATA ENTERED IN TRAM | |
| Apr. 25, 2014 | NEW APPLICATION ENTERED IN TRAM | |

TM Staff and Location Information

TM Staff Information - None

File Location

Current Location: PUBLICATION AND ISSUE SECTION

Date in Location: Jan. 01, 2019

Proceedings

Summary

Number of Proceedings: 1

Type of Proceeding: Concurrent Use

Proceeding Number: [94002735](#)

Filing Date: Mar 20, 2017

Status: Terminated

Status Date: Nov 09, 2018

Interlocutory Attorney: MARY CATHERINE FAINT

Registrants(s)

Name: Thrive Senior Living, LLC

Correspondent Address: MARK L SEIGEL
THE SEIGEL LAW FIRM LLC
1827 POWERS FERRY RD NE, BLDG 6
ATLANTA GA , 30339
UNITED STATES

Correspondent e-mail: service@AddIPvalue.com

Associated marks

| Mark | Application Status | Serial Number | Registration Number |
|----------------------|--------------------|--------------------------|-------------------------|
| THRIVE SENIOR LIVING | Registered | 86259267 | 5640126 |

Name: Thrive Senior Living, LLC

Correspondent Address: MARK L SEIGEL
THE SEIGEL LAW FIRM LLC
1827 POWERS FERRY RD NE, BLDG 5
ATLANTA GA , 30339
UNITED STATES

Correspondent e-mail: service@AddIPvalue.com

Associated marks

| Mark | Application Status | Serial Number | Registration Number |
|----------------------|--------------------|--------------------------|-------------------------|
| THRIVE SENIOR LIVING | Registered | 86259382 | 5640127 |

Name: The Waters Senior Living, LLC

Correspondent Address: THE WATERS SENIOR LIVING LLC
1600 HOPKINS CROSSROAD
MINNETONKA MN , 55305
UNITED STATES

Associated marks

| Mark | Application Status | Serial Number | Registration Number |
|--------|--------------------|--------------------------|-------------------------|
| THRIVE | Registered | 85853461 | 4610550 |

Prosecution History

| Entry Number | History Text | Date | Due Date |
|--------------|--|--------------|--------------|
| 1 | NOTICE AND TRIAL DATES SENT; ANSWER DUE: | Mar 20, 2017 | Apr 29, 2017 |
| 2 | PENDING, INSTITUTED | Mar 20, 2017 | |
| 3 | P MOT TO SUSP W/ CONSENT PEND SETTL NEGOTIATIONS | Nov 27, 2017 | |
| 4 | SUSPENDED | Dec 01, 2017 | |
| 5 | UNDELIVERABLE MAIL | Dec 19, 2017 | |
| 6 | CONCURRENT USE SETTLEMENT AGREEMENT | Apr 27, 2018 | |
| 7 | SUSPENDED | May 01, 2018 | |
| 8 | SUSPENDED | May 24, 2018 | |
| 9 | D MOT FOR EXT W/ CONSENT | Jul 19, 2018 | |
| 10 | SUSPENDED | Jul 24, 2018 | |
| 11 | STIP FOR EXT | Aug 06, 2018 | |
| 12 | REVISED SETTLEMENT AGREEMENT | Aug 20, 2018 | |
| 13 | BD DECISION: FAVORABLE TO APPLICANT | Sep 14, 2018 | |
| 14 | COMMR ORDER RESTRICTING REG | Nov 05, 2018 | |
| 15 | TERMINATED | Nov 09, 2018 | |

United States of America

United States Patent and Trademark Office

THRIVE SENIOR LIVING

Reg. No. 5,640,126

Registered Jan. 01, 2019

Int. Cl.: 35, 36, 43, 44, 45

Service Mark

Principal Register

Thrive Senior Living, LLC (GEORGIA LIMITED LIABILITY COMPANY)
2802 Paces Ferry Road, Suite 200
Atlanta, GEORGIA 30339

CLASS 35: Business administration and management in the fields of retirement, independent living, assisted living and long term care facilities for others

FIRST USE 1-2-2012; IN COMMERCE 1-2-2012

CLASS 36: Leasing, rental and management of real estate in the nature of senior assisted living and long term care facilities

FIRST USE 1-2-2012; IN COMMERCE 1-2-2012

CLASS 43: Retirement homes; providing assisted living facilities; adult care in the nature of meal and food preparation services

FIRST USE 1-2-2012; IN COMMERCE 1-2-2012

CLASS 44: Assisted living and long term care services, namely, personal grooming and incontinence care

FIRST USE 1-2-2012; IN COMMERCE 1-2-2012

CLASS 45: Assisted living and long term care social services, namely, companionship services for elderly and disabled individuals; personal care assistance of activities of daily living, such as bathing, grooming and personal mobility for mentally or physically challenged people; in-home support management services to senior persons, namely, geriatric care management services in the nature of the coordination of necessary services and personal care for older individuals; providing patient advocate services to patients in assisted living and long term care facilities

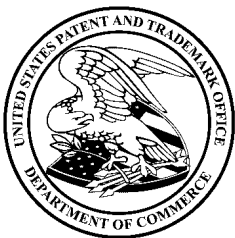
FIRST USE 1-2-2012; IN COMMERCE 1-2-2012

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT STYLE, SIZE OR COLOR

No claim is made to the exclusive right to use the following apart from the mark as shown: "SENIOR LIVING"

Registration limited to the area comprising the entire United States except the state of Minnesota pursuant to Concurrent Use Proceeding No. 94002735. Concurrent registration with The Waters Senior Living, LLC, Registration No. 4610550.

SER. NO. 86-259,267, FILED 04-22-2014



Andrei Iancu

Director of the United States
Patent and Trademark Office

REQUIREMENTS TO MAINTAIN YOUR FEDERAL TRADEMARK REGISTRATION

WARNING: YOUR REGISTRATION WILL BE CANCELLED IF YOU DO NOT FILE THE DOCUMENTS BELOW DURING THE SPECIFIED TIME PERIODS.

Requirements in the First Ten Years*

What and When to File:

- **First Filing Deadline:** You must file a Declaration of Use (or Excusable Nonuse) between the 5th and 6th years after the registration date. See 15 U.S.C. §§1058, 1141k. If the declaration is accepted, the registration will continue in force for the remainder of the ten-year period, calculated from the registration date, unless cancelled by an order of the Commissioner for Trademarks or a federal court.
- **Second Filing Deadline:** You must file a Declaration of Use (or Excusable Nonuse) and an Application for Renewal between the 9th and 10th years after the registration date.* See 15 U.S.C. §1059.

Requirements in Successive Ten-Year Periods*

What and When to File:

- You must file a Declaration of Use (or Excusable Nonuse) and an Application for Renewal between every 9th and 10th-year period, calculated from the registration date.*

Grace Period Filings*

The above documents will be accepted as timely if filed within six months after the deadlines listed above with the payment of an additional fee.

***ATTENTION MADRID PROTOCOL REGISTRANTS:** The holder of an international registration with an extension of protection to the United States under the Madrid Protocol must timely file the Declarations of Use (or Excusable Nonuse) referenced above directly with the United States Patent and Trademark Office (USPTO). The time periods for filing are based on the U.S. registration date (not the international registration date). The deadlines and grace periods for the Declarations of Use (or Excusable Nonuse) are identical to those for nationally issued registrations. See 15 U.S.C. §§1058, 1141k. However, owners of international registrations do not file renewal applications at the USPTO. Instead, the holder must file a renewal of the underlying international registration at the International Bureau of the World Intellectual Property Organization, under Article 7 of the Madrid Protocol, before the expiration of each ten-year term of protection, calculated from the date of the international registration. See 15 U.S.C. §1141j. For more information and renewal forms for the international registration, see <http://www.wipo.int/madrid/en/>.

NOTE: Fees and requirements for maintaining registrations are subject to change. Please check the USPTO website for further information. With the exception of renewal applications for registered extensions of protection, you can file the registration maintenance documents referenced above online at <http://www.uspto.gov>.

NOTE: A courtesy e-mail reminder of USPTO maintenance filing deadlines will be sent to trademark owners/holders who authorize e-mail communication and maintain a current e-mail address with the USPTO. To ensure that e-mail is authorized and your address is current, please use the Trademark Electronic Application System (TEAS) Correspondence Address and Change of Owner Address Forms available at <http://www.uspto.gov>.

Generated on: This page was generated by TSDR on 2019-04-29 13:29:12 EDT

Mark: THRIVE SENIOR LIVING



US Serial Number: 86259382

Application Filing Date: Apr. 22, 2014

US Registration Number: 5640127

Registration Date: Jan. 01, 2019

Register: Principal

Mark Type: Service Mark

Status: Registered. The registration date is used to determine when post-registration maintenance documents are due.

Status Date: Jan. 01, 2019

Publication Date: Dec. 13, 2016

Mark Information

Mark Literal Elements: THRIVE SENIOR LIVING

Standard Character Claim: No

Mark Drawing Type: 3 - AN ILLUSTRATION DRAWING WHICH INCLUDES WORD(S)/ LETTER(S)/NUMBER(S)

Description of Mark: The mark consists of the stylized word "thrive". The horizontal portion of the letter "T" in "thrive" is an arc. Below "thrive" in smaller lettering are the stylized words "senior living".

Color(s) Claimed: Color is not claimed as a feature of the mark.

Disclaimer: "SENIOR LIVING"

Order Restricting Scope: Registration limited to the area comprising the entire United States except the state of Minnesota pursuant to Concurrent Use Proceeding No. 94002735. Concurrent registration with The Waters Senior Living, LLC, Registration No. 4610550.

Design Search Code(s): 26.17.09 - Bands, curved; Bars, curved; Curved line(s), band(s) or bar(s); Lines, curved
27.03.01 - Geometric figures forming letters, numerals or punctuation

Goods and Services

Note:

The following symbols indicate that the registrant/owner has amended the goods/services:

- Brackets [...] indicate deleted goods/services;
- Double parenthesis (..) identify any goods/services not claimed in a Section 15 affidavit of incontestability; and
- Asterisks *.* identify additional (new) wording in the goods/services.

For: Business administration and management in the fields of retirement, independent living, assisted living and long term care facilities for others

International Class(es): 035 - Primary Class

U.S Class(es): 100, 101, 102

Class Status: ACTIVE

Basis: 1(a)

First Use: Jan. 02, 2012

Use in Commerce: Jan. 02, 2012

For: Leasing, rental and management of real estate in the nature of senior assisted living and long term care facilities

International Class(es): 036 - Primary Class

U.S Class(es): 100, 101, 102

Class Status: ACTIVE

Basis: 1(a)

First Use: Jan. 02, 2012

Use in Commerce: Jan. 02, 2012

For: Retirement homes; providing assisted living facilities; adult care in the nature of meal and food preparation services

International Class(es): 043 - Primary Class

U.S Class(es): 100, 101

Class Status: ACTIVE

Basis: 1(a)

First Use: Jan. 02, 2012

Use in Commerce: Jan. 02, 2012

For: Assisted living and long term care services, namely, personal grooming and incontinence care

International Class(es): 044 - Primary Class

U.S Class(es): 100, 101

Class Status: ACTIVE

Basis: 1(a)

First Use: Jan. 02, 2012

Use in Commerce: Jan. 02, 2012

For: Assisted living and long term care social services, namely, companionship services for elderly and disabled individuals; personal care assistance of activities of daily living, such as bathing, grooming and personal mobility for mentally or physically challenged people; in-home support management services to senior persons, namely, geriatric care management services in the nature of the coordination of necessary services and personal care for older individuals; providing patient advocate services to patients in assisted living and long term care facilities

International Class(es): 045 - Primary Class

U.S Class(es): 100, 101

Class Status: ACTIVE

Basis: 1(a)

First Use: Jan. 02, 2012

Use in Commerce: Jan. 02, 2012

Basis Information (Case Level)

Filed Use: Yes

Currently Use: Yes

Amended Use: No

Filed ITU: No

Currently ITU: No

Amended ITU: No

Filed 44D: No

Currently 44D: No

Amended 44D: No

Filed 44E: No

Currently 44E: No

Amended 44E: No

Filed 66A: No

Currently 66A: No

Filed No Basis: No

Currently No Basis: No

Current Owner(s) Information

Owner Name: Thrive Senior Living, LLC

Owner Address: 2802 Paces Ferry Road, Suite 200
Atlanta, GEORGIA 30339
UNITED STATES

Legal Entity Type: LIMITED LIABILITY COMPANY

State or Country Where Organized: GEORGIA

Attorney/Correspondence Information

Attorney of Record

Attorney Name: Mark L. Seigel

Docket Number: T022.T002

Attorney Primary Email Address: seigel@AddIPvalue.com

Attorney Email Authorized: Yes

Correspondent

Correspondent Name/Address: Mark L. Seigel
THE SEIGEL LAW FIRM LLC
1397 Carroll Drive NW
ATLANTA, GEORGIA 30318-3601
UNITED STATES

Phone: 770-395-5920

Correspondent e-mail: service@addipvalue.com

Correspondent e-mail Authorized: Yes

Domestic Representative - Not Found

Prosecution History

| Date | Description | Proceeding Number |
|---------------|--|-------------------|
| Jan. 02, 2019 | TEAS CHANGE OF CORRESPONDENCE RECEIVED | |
| Jan. 01, 2019 | REGISTERED-PRINCIPAL REGISTER | |
| Nov. 13, 2018 | TTAB RELEASE CASE TO TRADEMARKS | |
| Nov. 09, 2018 | CONCURRENT USE TERMINATED NO. 999999 | 2735 |
| Sep. 14, 2018 | CONCURRENT USE GRANTED NO. 999999 | 2735 |
| Mar. 20, 2017 | CONCURRENT USE PROC. INSTITUTED NO. 999999 | 2735 |
| Dec. 13, 2016 | OFFICIAL GAZETTE PUBLICATION CONFIRMATION E-MAILED | |
| Dec. 13, 2016 | PUBLISHED FOR OPPOSITION | |
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| Nov. 10, 2016 | LAW OFFICE PUBLICATION REVIEW COMPLETED | 70997 |
| Nov. 03, 2016 | APPROVED FOR PUB - PRINCIPAL REGISTER | |
| Oct. 28, 2016 | TEAS/EMAIL CORRESPONDENCE ENTERED | 88889 |
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| Mar. 21, 2016 | LIE CHECKED SUSP - TO ATTY FOR ACTION | 70997 |
| Sep. 08, 2015 | REPORT COMPLETED SUSPENSION CHECK CASE STILL SUSPENDED | 70997 |
| Sep. 01, 2015 | ASSIGNED TO LIE | 70997 |
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| Feb. 24, 2015 | LETTER OF SUSPENSION E-MAILED | 6332 |
| Feb. 24, 2015 | SUSPENSION LETTER WRITTEN | 83698 |
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| Feb. 05, 2015 | TEAS CHANGE OF CORRESPONDENCE RECEIVED | |
| Feb. 04, 2015 | ATTORNEY/DOM.REP.REVOKED AND/OR APPOINTED | |
| Feb. 04, 2015 | TEAS REVOKE/APP/CHANGE ADDR OF ATTY/DOM REP RECEIVED | |
| Aug. 05, 2014 | NOTIFICATION OF NON-FINAL ACTION E-MAILED | 6325 |
| Aug. 05, 2014 | NON-FINAL ACTION E-MAILED | 6325 |
| Aug. 05, 2014 | NON-FINAL ACTION WRITTEN | 83698 |
| Aug. 01, 2014 | ASSIGNED TO EXAMINER | 83698 |
| May 07, 2014 | NOTICE OF DESIGN SEARCH CODE E-MAILED | |
| May 06, 2014 | NEW APPLICATION OFFICE SUPPLIED DATA ENTERED IN TRAM | |
| Apr. 25, 2014 | NEW APPLICATION ENTERED IN TRAM | |

TM Staff and Location Information

TM Staff Information - None

File Location

Current Location: PUBLICATION AND ISSUE SECTION

Date in Location: Jan. 01, 2019

Proceedings

Summary

Number of Proceedings: 1

Type of Proceeding: Concurrent Use

Proceeding Number: [94002735](#)

Filing Date: Mar 20, 2017

Status: Terminated

Status Date: Nov 09, 2018

Interlocutory Attorney: MARY CATHERINE FAINT

Registrants(s)

Name: Thrive Senior Living, LLC

Correspondent Address: MARK L SEIGEL
THE SEIGEL LAW FIRM LLC
1827 POWERS FERRY RD NE, BLDG 6
ATLANTA GA , 30339
UNITED STATES

Correspondent e-mail: service@AddIPvalue.com

Associated marks

| Mark | Application Status | Serial Number | Registration Number |
|--|--------------------|--------------------------|-------------------------|
| THRIVE SENIOR LIVING | Registered | 86259267 | 5640126 |
| <p>Name: Thrive Senior Living, LLC</p> <p>Correspondent Address: MARK L SEIGEL THE SEIGEL LAW FIRM LLC 1827 POWERS FERRY RD NE, BLDG 5 ATLANTA GA , 30339 UNITED STATES</p> <p>Correspondent e-mail: service@AddIPvalue.com</p> | | | |

Associated marks

| Mark | Application Status | Serial Number | Registration Number |
|--|--------------------|--------------------------|-------------------------|
| THRIVE SENIOR LIVING | Registered | 86259382 | 5640127 |
| <p>Name: The Waters Senior Living, LLC</p> <p>Correspondent Address: THE WATERS SENIOR LIVING LLC 1600 HOPKINS CROSSROAD MINNETONKA MN , 55305 UNITED STATES</p> | | | |

Associated marks

| Mark | Application Status | Serial Number | Registration Number |
|--------|--------------------|--------------------------|-------------------------|
| THRIVE | Registered | 85853461 | 4610550 |

Prosecution History

| Entry Number | History Text | Date | Due Date |
|--------------|--|--------------|--------------|
| 1 | NOTICE AND TRIAL DATES SENT; ANSWER DUE: | Mar 20, 2017 | Apr 29, 2017 |
| 2 | PENDING, INSTITUTED | Mar 20, 2017 | |
| 3 | P MOT TO SUSP W/ CONSENT PEND SETTL NEGOTIATIONS | Nov 27, 2017 | |
| 4 | SUSPENDED | Dec 01, 2017 | |
| 5 | UNDELIVERABLE MAIL | Dec 19, 2017 | |
| 6 | CONCURRENT USE SETTLEMENT AGREEMENT | Apr 27, 2018 | |
| 7 | SUSPENDED | May 01, 2018 | |
| 8 | SUSPENDED | May 24, 2018 | |
| 9 | D MOT FOR EXT W/ CONSENT | Jul 19, 2018 | |
| 10 | SUSPENDED | Jul 24, 2018 | |
| 11 | STIP FOR EXT | Aug 06, 2018 | |
| 12 | REVISED SETTLEMENT AGREEMENT | Aug 20, 2018 | |
| 13 | BD DECISION: FAVORABLE TO APPLICANT | Sep 14, 2018 | |
| 14 | COMMR ORDER RESTRICTING REG | Nov 05, 2018 | |
| 15 | TERMINATED | Nov 09, 2018 | |

United States of America

United States Patent and Trademark Office



Reg. No. 5,640,127

Registered Jan. 01, 2019

Int. Cl.: 35, 36, 43, 44, 45

Service Mark

Principal Register

Thrive Senior Living, LLC (GEORGIA LIMITED LIABILITY COMPANY)
2802 Paces Ferry Road, Suite 200
Atlanta, GEORGIA 30339

CLASS 35: Business administration and management in the fields of retirement, independent living, assisted living and long term care facilities for others

FIRST USE 1-2-2012; IN COMMERCE 1-2-2012

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CLASS 43: Retirement homes; providing assisted living facilities; adult care in the nature of meal and food preparation services

FIRST USE 1-2-2012; IN COMMERCE 1-2-2012

CLASS 44: Assisted living and long term care services, namely, personal grooming and incontinence care

FIRST USE 1-2-2012; IN COMMERCE 1-2-2012

CLASS 45: Assisted living and long term care social services, namely, companionship services for elderly and disabled individuals; personal care assistance of activities of daily living, such as bathing, grooming and personal mobility for mentally or physically challenged people; in-home support management services to senior persons, namely, geriatric care management services in the nature of the coordination of necessary services and personal care for older individuals; providing patient advocate services to patients in assisted living and long term care facilities

FIRST USE 1-2-2012; IN COMMERCE 1-2-2012

The mark consists of the stylized word "thrive". The horizontal portion of the letter "T" in "thrive" is an arc. Below "thrive" in smaller lettering are the stylized words "senior living".

No claim is made to the exclusive right to use the following apart from the mark as shown: "SENIOR LIVING"

Registration limited to the area comprising the entire United States except the state of Minnesota pursuant to Concurrent Use Proceeding No. 94002735. Concurrent registration with The Waters Senior Living, LLC, Registration No. 4610550.



Andrei Iancu

Director of the United States
Patent and Trademark Office

REQUIREMENTS TO MAINTAIN YOUR FEDERAL TRADEMARK REGISTRATION

WARNING: YOUR REGISTRATION WILL BE CANCELLED IF YOU DO NOT FILE THE DOCUMENTS BELOW DURING THE SPECIFIED TIME PERIODS.

Requirements in the First Ten Years*

What and When to File:

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- **Second Filing Deadline:** You must file a Declaration of Use (or Excusable Nonuse) and an Application for Renewal between the 9th and 10th years after the registration date.* See 15 U.S.C. §1059.

Requirements in Successive Ten-Year Periods*

What and When to File:

- You must file a Declaration of Use (or Excusable Nonuse) and an Application for Renewal between every 9th and 10th-year period, calculated from the registration date.*

Grace Period Filings*

The above documents will be accepted as timely if filed within six months after the deadlines listed above with the payment of an additional fee.

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NOTE: Fees and requirements for maintaining registrations are subject to change. Please check the USPTO website for further information. With the exception of renewal applications for registered extensions of protection, you can file the registration maintenance documents referenced above online at <http://www.uspto.gov>.

NOTE: A courtesy e-mail reminder of USPTO maintenance filing deadlines will be sent to trademark owners/holders who authorize e-mail communication and maintain a current e-mail address with the USPTO. To ensure that e-mail is authorized and your address is current, please use the Trademark Electronic Application System (TEAS) Correspondence Address and Change of Owner Address Forms available at <http://www.uspto.gov>.

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Mark: THRIVE

THRIVE

US Serial Number: 85853461

Application Filing Date: Feb. 19, 2013

US Registration Number: 4610550

Registration Date: Sep. 23, 2014

Register: Principal

Mark Type: Service Mark

Status: Registered. The registration date is used to determine when post-registration maintenance documents are due.

Status Date: Nov. 13, 2018

Publication Date: Jul. 16, 2013

Notice of Allowance Date: Sep. 10, 2013

Mark Information

Mark Literal Elements: THRIVE

Standard Character Claim: Yes. The mark consists of standard characters without claim to any particular font style, size, or color.

Mark Drawing Type: 4 - STANDARD CHARACTER MARK

Order Restricting Scope: Registration limited to the area comprising the state of Minnesota pursuant to Concurrent Use Proceeding No. 94002735. Concurrent registration with Thrive Senior Living, LLC, 2802 Paces Ferry Road, Suite 200, Atlanta, GA 30339.

Goods and Services

Note:

The following symbols indicate that the registrant/owner has amended the goods/services:

- Brackets [...] indicate deleted goods/services;
- Double parenthesis ((.)) identify any goods/services not claimed in a Section 15 affidavit of incontestability; and
- Asterisks *..* identify additional (new) wording in the goods/services.

For: business services, namely, operation of assisted living senior housing facilities

International Class(es): 035 - Primary Class

U.S Class(es): 100, 101, 102

Class Status: ACTIVE

Basis: 1(a)

First Use: Aug. 15, 2013

Use in Commerce: Sep. 01, 2013

Basis Information (Case Level)

Filed Use: No

Currently Use: Yes

Amended Use: No

Filed ITU: Yes

Currently ITU: No

Amended ITU: No

Filed 44D: No

Currently 44D: No

Amended 44D: No

Filed 44E: No

Currently 44E: No

Amended 44E: No

Filed 66A: No

Currently 66A: No

Filed No Basis: No

Currently No Basis: No

Current Owner(s) Information

Owner Name: THE WATERS SENIOR LIVING, LLC

Owner Address: 1600 HOPKINS CROSSROAD
MINNETONKA, MINNESOTA 55305
UNITED STATES

Legal Entity Type: LIMITED LIABILITY COMPANY

State or Country MINNESOTA
Where Organized:

Attorney/Correspondence Information

Attorney of Record

Attorney Name: Garrett M. Weber
Attorney Primary Email Address: TMG@LINDQUIST.COM
Docket Number: 452205.0021
Attorney Email Authorized: Yes

Correspondent

Correspondent Name/Address: GARRETT M. WEBER
Ballard Spahr LLP
80 South Eighth Street
2000 IDS Center
Minneapolis, MINNESOTA 55402
UNITED STATES
Phone: 612-371-3296
Correspondent e-mail: tmg@ballardspahr.com
Fax: 612-371-3207
Correspondent e-mail Authorized: Yes

Domestic Representative - Not Found

Prosecution History

| Date | Description | Proceeding Number |
|---------------|--|-------------------|
| Nov. 13, 2018 | TTAB RELEASE CASE TO TRADEMARKS | |
| Nov. 09, 2018 | CONCURRENT USE TERMINATED NO. 999999 | 2735 |
| Nov. 09, 2018 | AMENDMENT UNDER SECTION 7 - ISSUED | 67826 |
| Nov. 09, 2018 | CASE ASSIGNED TO POST REGISTRATION PARALEGAL | 67826 |
| Sep. 14, 2018 | CONCURRENT USE GRANTED NO. 999999 | 2735 |
| Feb. 27, 2018 | TEAS CHANGE OF CORRESPONDENCE RECEIVED | |
| Feb. 05, 2018 | ASSIGNED TO EXAMINER | 73370 |
| Mar. 20, 2017 | CONCURRENT USE PROC. INSTITUTED NO. 999999 | 2735 |
| Nov. 15, 2016 | TEAS CHANGE OF CORRESPONDENCE RECEIVED | |
| Sep. 23, 2014 | REGISTERED-PRINCIPAL REGISTER | |
| Aug. 21, 2014 | NOTICE OF ACCEPTANCE OF STATEMENT OF USE E-MAILED | |
| Aug. 20, 2014 | ALLOWED PRINCIPAL REGISTER - SOU ACCEPTED | |
| Aug. 18, 2014 | TEAS/EMAIL CORRESPONDENCE ENTERED | 88889 |
| Aug. 18, 2014 | CORRESPONDENCE RECEIVED IN LAW OFFICE | 88889 |
| Aug. 18, 2014 | TEAS RESPONSE TO OFFICE ACTION RECEIVED | |
| Feb. 18, 2014 | NOTIFICATION OF NON-FINAL ACTION E-MAILED | |
| Feb. 18, 2014 | NON-FINAL ACTION E-MAILED | |
| Feb. 18, 2014 | SU - NON-FINAL ACTION - WRITTEN | 89009 |
| Feb. 05, 2014 | STATEMENT OF USE PROCESSING COMPLETE | 76538 |
| Jan. 02, 2014 | USE AMENDMENT FILED | 76538 |
| Jan. 31, 2014 | CASE ASSIGNED TO INTENT TO USE PARALEGAL | 76538 |
| Jan. 02, 2014 | TEAS STATEMENT OF USE RECEIVED | |
| Sep. 10, 2013 | NOA E-MAILED - SOU REQUIRED FROM APPLICANT | |
| Jul. 16, 2013 | OFFICIAL GAZETTE PUBLICATION CONFIRMATION E-MAILED | |
| Jul. 16, 2013 | PUBLISHED FOR OPPOSITION | |
| Jun. 26, 2013 | NOTIFICATION OF NOTICE OF PUBLICATION E-MAILED | |
| Jun. 10, 2013 | APPROVED FOR PUB - PRINCIPAL REGISTER | |
| Jun. 04, 2013 | ASSIGNED TO EXAMINER | 89009 |
| Feb. 26, 2013 | NEW APPLICATION OFFICE SUPPLIED DATA ENTERED IN TRAM | |
| Feb. 22, 2013 | NEW APPLICATION ENTERED IN TRAM | |

Maintenance Filings or Post Registration Information

Change in Yes

Registration:

Amendment to a Registration/Renewal Certificate: In the statement, " Registration limited to the area comprising the state of Minnesota pursuant to Concurrent Use Proceeding No. 94002735. Concurrent registration with Thrive Senior Living, LLC, 2802 Paces Ferry Road, Suite 200, Atlanta, GA 30339. " is inserted.

TM Staff and Location Information

TM Staff Information - None
File Location

Current Location: TMO LAW OFFICE 116

Date in Location: Nov. 09, 2018

Proceedings

Summary

Number of Proceedings: 1

Type of Proceeding: Concurrent Use

Proceeding Number: [94002735](#)

Filing Date: Mar 20, 2017

Status: Terminated

Status Date: Nov 09, 2018

Interlocutory Attorney: MARY CATHERINE FAINT

Registrants(s)

Name: Thrive Senior Living, LLC

Correspondent Address: MARK L SEIGEL
THE SEIGEL LAW FIRM LLC
1827 POWERS FERRY RD NE, BLDG 6
ATLANTA GA , 30339
UNITED STATES

Correspondent e-mail: service@AddIPvalue.com

Associated marks

| Mark | Application Status | Serial Number | Registration Number |
|---|--------------------|--------------------------|-------------------------|
| THRIVE SENIOR LIVING | Registered | 86259267 | 5640126 |
| Name: Thrive Senior Living, LLC Correspondent Address: MARK L SEIGEL THE SEIGEL LAW FIRM LLC 1827 POWERS FERRY RD NE, BLDG 5 ATLANTA GA , 30339 UNITED STATES Correspondent e-mail: service@AddIPvalue.com | | | |

Associated marks

| Mark | Application Status | Serial Number | Registration Number |
|--|--------------------|--------------------------|-------------------------|
| THRIVE SENIOR LIVING | Registered | 86259382 | 5640127 |
| Name: The Waters Senior Living, LLC Correspondent Address: THE WATERS SENIOR LIVING LLC 1600 HOPKINS CROSSROAD MINNETONKA MN , 55305 UNITED STATES | | | |

Associated marks

| Mark | Application Status | Serial Number | Registration Number |
|--------|--------------------|--------------------------|-------------------------|
| THRIVE | Registered | 85853461 | 4610550 |

Prosecution History

| Entry Number | History Text | Date | Due Date |
|--------------|--|--------------|--------------|
| 1 | NOTICE AND TRIAL DATES SENT; ANSWER DUE: | Mar 20, 2017 | Apr 29, 2017 |

| | | |
|----|--|--------------|
| 2 | PENDING, INSTITUTED | Mar 20, 2017 |
| 3 | P MOT TO SUSP W/ CONSENT PEND SETTL NEGOTIATIONS | Nov 27, 2017 |
| 4 | SUSPENDED | Dec 01, 2017 |
| 5 | UNDELIVERABLE MAIL | Dec 19, 2017 |
| 6 | CONCURRENT USE SETTLEMENT AGREEMENT | Apr 27, 2018 |
| 7 | SUSPENDED | May 01, 2018 |
| 8 | SUSPENDED | May 24, 2018 |
| 9 | D MOT FOR EXT W/ CONSENT | Jul 19, 2018 |
| 10 | SUSPENDED | Jul 24, 2018 |
| 11 | STIP FOR EXT | Aug 06, 2018 |
| 12 | REVISED SETTLEMENT AGREEMENT | Aug 20, 2018 |
| 13 | BD DECISION: FAVORABLE TO APPLICANT | Sep 14, 2018 |
| 14 | COMMR ORDER RESTRICTING REG | Nov 05, 2018 |
| 15 | TERMINATED | Nov 09, 2018 |

United States of America
United States Patent and Trademark Office

THRIVE

Reg. No. 4,610,550

THE WATERS SENIOR LIVING, LLC (MINNESOTA LIMITED LIABILITY COMPANY)
1600 HOPKINS CROSSROAD
MINNETONKA, MN 55305

Registered Sep. 23, 2014

Int. Cl.: 35

FOR: BUSINESS SERVICES, NAMELY, OPERATION OF ASSISTED LIVING SENIOR HOUSING FACILITIES, IN CLASS 35 (U.S. CLS. 100, 101 AND 102).

SERVICE MARK

FIRST USE 8-15-2013; IN COMMERCE 9-1-2013.

PRINCIPAL REGISTER

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT, STYLE, SIZE, OR COLOR.

SN 85-853,461, FILED 2-19-2013.

EVIN L. KOZAK, EXAMINING ATTORNEY



Michelle K. Lee

Deputy Director of the United States
Patent and Trademark Office

**REQUIREMENTS TO MAINTAIN YOUR FEDERAL
TRADEMARK REGISTRATION**

**WARNING: YOUR REGISTRATION WILL BE CANCELLED IF YOU DO NOT FILE THE
DOCUMENTS BELOW DURING THE SPECIFIED TIME PERIODS.**

Requirements in the First Ten Years*

What and When to File:

First Filing Deadline: You must file a Declaration of Use (or Excusable Nonuse) between the 5th and 6th years after the registration date. *See* 15 U.S.C. §§1058, 1141k. If the declaration is accepted, the registration will continue in force for the remainder of the ten-year period, calculated from the registration date, unless cancelled by an order of the Commissioner for Trademarks or a federal court.

Second Filing Deadline: You must file a Declaration of Use (or Excusable Nonuse) **and** an Application for Renewal between the 9th and 10th years after the registration date.*
See 15 U.S.C. §1059.

Requirements in Successive Ten-Year Periods*

What and When to File:

You must file a Declaration of Use (or Excusable Nonuse) **and** an Application for Renewal between every 9th and 10th-year period, calculated from the registration date.*

Grace Period Filings*

The above documents will be accepted as timely if filed within six months after the deadlines listed above with the payment of an additional fee.

**The United States Patent and Trademark Office (USPTO) will NOT send you any future notice or
reminder of these filing requirements.**

***ATTENTION MADRID PROTOCOL REGISTRANTS:** The holder of an international registration with an extension of protection to the United States under the Madrid Protocol must timely file the Declarations of Use (or Excusable Nonuse) referenced above directly with the USPTO. The time periods for filing are based on the U.S. registration date (not the international registration date). The deadlines and grace periods for the Declarations of Use (or Excusable Nonuse) are identical to those for nationally issued registrations. *See* 15 U.S.C. §§1058, 1141k. However, owners of international registrations do not file renewal applications at the USPTO. Instead, the holder must file a renewal of the underlying international registration at the International Bureau of the World Intellectual Property Organization, under Article 7 of the Madrid Protocol, before the expiration of each ten-year term of protection, calculated from the date of the international registration. *See* 15 U.S.C. §1141j. For more information and renewal forms for the international registration, see <http://www.wipo.int/madrid/en/>.

NOTE: Fees and requirements for maintaining registrations are subject to change. Please check the USPTO website for further information. With the exception of renewal applications for registered extensions of protection, you can file the registration maintenance documents referenced above online at <http://www.uspto.gov>.

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Mark: THRIVE



US Serial Number: 87700377

Application Filing Date: Nov. 28, 2017

US Registration Number: 5443433

Registration Date: Apr. 10, 2018

Filed as TEAS RF: Yes

Currently TEAS RF: Yes

Register: Principal

Mark Type: Service Mark

TM5 Common Status Descriptor:



LIVE/REGISTRATION/Issued and Active

The trademark application has been registered with the Office.

Status: Registered. The registration date is used to determine when post-registration maintenance documents are due.

Status Date: Apr. 10, 2018

Publication Date: Jan. 23, 2018

Mark Information

Mark Literal Elements: THRIVE

Standard Character Claim: No

Mark Drawing Type: 3 - AN ILLUSTRATION DRAWING WHICH INCLUDES WORD(S)/ LETTER(S)/NUMBER(S)

Description of Mark: The mark consists of three vertical half oblong shapes with circles above in varying sizes with the tallest in the middle, second tallest on the left and shortest on the right. At the bottom of the design and overlapping the three images is a stylized depiction of the sun rising with 14 sunrays and under the design is the word "THRIVE".

Color(s) Claimed: Color is not claimed as a feature of the mark.

Design Search Code(s): 01.05.01 - Sunrise; Sun, rising or setting (partially exposed or partially obstructed)
02.01.02 - Men depicted as shadows or silhouettes of men; Silhouettes of men
02.07.25 - Groups, other; Singing groups; Choir groups
02.07.26 - Groups, grotesque (having human features or attributes)
26.01.15 - Three circles; Circles, exactly three circles
26.01.21 - Circles that are totally or partially shaded.
26.11.27 - Oblongs not used as carriers for words, letters or designs
27.03.05 - Objects forming letters or numerals

Related Properties Information

Claimed Ownership of US Registrations: 3674941

Goods and Services

Note:

The following symbols indicate that the registrant/owner has amended the goods/services:

- Brackets [...] indicate deleted goods/services;
- Double parenthesis (()) identify any goods/services not claimed in a Section 15 affidavit of incontestability; and
- Asterisks *..* identify additional (new) wording in the goods/services.

For: Organization and administration of prepaid health care plans and health care coverage; providing information on health insurance

International Class(es): 036 - Primary Class

U.S Class(es): 100, 101, 102

Class Status: ACTIVE

Basis: 1(a)

First Use: Aug. 02, 2004

Use in Commerce: Aug. 02, 2004

Basis Information (Case Level)

Filed Use: Yes

Currently Use: Yes

Filed ITU: No

Currently ITU: No

Filed 44D: No

Currently 44E: No

Filed 44E: No

Currently 66A: No

Filed 66A: No

Currently No Basis: No

Filed No Basis: No

Current Owner(s) Information

Owner Name: Kaiser Foundation Health Plan, Inc.

Owner Address: One Kaiser Plaza
Oakland, CALIFORNIA UNITED STATES 94612

Legal Entity Type: CORPORATION

State or Country Where Organized: CALIFORNIA

Attorney/Correspondence Information

Attorney of Record

Attorney Name: Catherine E. Maxson

Docket Number: 41636-24

Attorney Primary Email Address: catherinemaxson@dwt.com

Attorney Email Authorized: Yes

Correspondent

Correspondent Name/Address: CATHERINE E. MAXSON
Davis Wright Tremaine LLP
920 Fifth Avenue, Suite 3300
Seattle, WASHINGTON UNITED STATES 98104-1610

Phone: (206) 757-8098

Fax: 206-757-7098

Correspondent e-mail: catherinemaxson@dwt.com seatm@dwt.com bren@dwt.com danixdorf@dwt.com emilyeskew@dwt.com

Correspondent e-mail Authorized: Yes

Domestic Representative - Not Found

Prosecution History

| Date | Description | Proceeding Number |
|---------------|--|-------------------|
| Dec. 10, 2018 | TEAS CHANGE OF CORRESPONDENCE RECEIVED | |
| Apr. 10, 2018 | REGISTERED-PRINCIPAL REGISTER | |
| Jan. 23, 2018 | OFFICIAL GAZETTE PUBLICATION CONFIRMATION E-MAILED | |
| Jan. 23, 2018 | PUBLISHED FOR OPPOSITION | |
| Jan. 03, 2018 | NOTIFICATION OF NOTICE OF PUBLICATION E-MAILED | |
| Dec. 14, 2017 | APPROVED FOR PUB - PRINCIPAL REGISTER | |
| Dec. 13, 2017 | ASSIGNED TO EXAMINER | 76583 |
| Dec. 09, 2017 | NOTICE OF DESIGN SEARCH CODE E-MAILED | |
| Dec. 08, 2017 | NEW APPLICATION OFFICE SUPPLIED DATA ENTERED IN TRAM | |
| Dec. 01, 2017 | NEW APPLICATION ENTERED IN TRAM | |

TM Staff and Location Information

TM Staff Information - None

File Location

Current Location: PUBLICATION AND ISSUE SECTION

Date in Location: Apr. 10, 2018

United States of America

United States Patent and Trademark Office



Reg. No. 5,443,433

Registered Apr. 10, 2018

Int. Cl.: 36

Service Mark

Principal Register

Kaiser Foundation Health Plan, Inc. (CALIFORNIA CORPORATION)
One Kaiser Plaza
Oakland, CALIFORNIA 94612

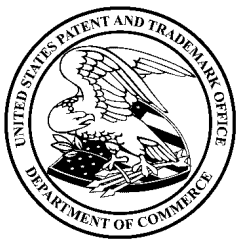
CLASS 36: Organization and administration of prepaid health care plans and health care coverage; providing information on health insurance

FIRST USE 8-2-2004; IN COMMERCE 8-2-2004

The mark consists of three vertical half oblong shapes with circles above in varying sizes with the tallest in the middle, second tallest on the left and shortest on the right. At the bottom of the design and overlapping the three images is a stylized depiction of the sun rising with 14 sunrays and under the design is the word "THRIVE".

OWNER OF U.S. REG. NO. 3674941

SER. NO. 87-700,377, FILED 11-28-2017



Andrei Iancu

Director of the United States
Patent and Trademark Office

REQUIREMENTS TO MAINTAIN YOUR FEDERAL TRADEMARK REGISTRATION

WARNING: YOUR REGISTRATION WILL BE CANCELLED IF YOU DO NOT FILE THE DOCUMENTS BELOW DURING THE SPECIFIED TIME PERIODS.

Requirements in the First Ten Years*

What and When to File:

- **First Filing Deadline:** You must file a Declaration of Use (or Excusable Nonuse) between the 5th and 6th years after the registration date. See 15 U.S.C. §§1058, 1141k. If the declaration is accepted, the registration will continue in force for the remainder of the ten-year period, calculated from the registration date, unless cancelled by an order of the Commissioner for Trademarks or a federal court.
- **Second Filing Deadline:** You must file a Declaration of Use (or Excusable Nonuse) and an Application for Renewal between the 9th and 10th years after the registration date.* See 15 U.S.C. §1059.

Requirements in Successive Ten-Year Periods*

What and When to File:

- You must file a Declaration of Use (or Excusable Nonuse) and an Application for Renewal between every 9th and 10th-year period, calculated from the registration date.*

Grace Period Filings*

The above documents will be accepted as timely if filed within six months after the deadlines listed above with the payment of an additional fee.

***ATTENTION MADRID PROTOCOL REGISTRANTS:** The holder of an international registration with an extension of protection to the United States under the Madrid Protocol must timely file the Declarations of Use (or Excusable Nonuse) referenced above directly with the United States Patent and Trademark Office (USPTO). The time periods for filing are based on the U.S. registration date (not the international registration date). The deadlines and grace periods for the Declarations of Use (or Excusable Nonuse) are identical to those for nationally issued registrations. See 15 U.S.C. §§1058, 1141k. However, owners of international registrations do not file renewal applications at the USPTO. Instead, the holder must file a renewal of the underlying international registration at the International Bureau of the World Intellectual Property Organization, under Article 7 of the Madrid Protocol, before the expiration of each ten-year term of protection, calculated from the date of the international registration. See 15 U.S.C. §1141j. For more information and renewal forms for the international registration, see <http://www.wipo.int/madrid/en/>.

NOTE: Fees and requirements for maintaining registrations are subject to change. Please check the USPTO website for further information. With the exception of renewal applications for registered extensions of protection, you can file the registration maintenance documents referenced above online at <http://www.uspto.gov>.

NOTE: A courtesy e-mail reminder of USPTO maintenance filing deadlines will be sent to trademark owners/holders who authorize e-mail communication and maintain a current e-mail address with the USPTO. To ensure that e-mail is authorized and your address is current, please use the Trademark Electronic Application System (TEAS) Correspondence Address and Change of Owner Address Forms available at <http://www.uspto.gov>.

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Mark: THRIVE



US Serial Number: 87700349

Application Filing Date: Nov. 28, 2017

US Registration Number: 5443429

Registration Date: Apr. 10, 2018

Filed as TEAS RF: Yes

Currently TEAS RF: Yes

Register: Principal

Mark Type: Service Mark

Status: Registered. The registration date is used to determine when post-registration maintenance documents are due.

Status Date: Apr. 10, 2018

Publication Date: Jan. 23, 2018

Mark Information

Mark Literal Elements: THRIVE

Standard Character Claim: No

Mark Drawing Type: 5 - AN ILLUSTRATION DRAWING WITH WORD(S) /LETTER(S)/ NUMBER(S) INSTYLIZED FORM

Description of Mark: The mark consists of a stylized version of the word "thrive" in the color blue.

Color Drawing: Yes

Color(s) Claimed: The color(s) blue is/are claimed as a feature of the mark.

Related Properties Information

Claimed Ownership of US Registrations: 3674941

Goods and Services

Note:

The following symbols indicate that the registrant/owner has amended the goods/services:

- Brackets [...] indicate deleted goods/services;
- Double parenthesis ((.)) identify any goods/services not claimed in a Section 15 affidavit of incontestability; and
- Asterisks *..* identify additional (new) wording in the goods/services.

For: Organization and administration of prepaid health care plans and health care coverage; providing information on health insurance

International Class(es): 036 - Primary Class

U.S Class(es): 100, 101, 102

Class Status: ACTIVE

Basis: 1(a)

First Use: Aug. 02, 2004

Use in Commerce: Aug. 02, 2004

Basis Information (Case Level)

Filed Use: Yes

Currently Use: Yes

Amended Use: No

Filed ITU: No

Currently ITU: No

Amended ITU: No

Filed 44D: No

Currently 44D: No

Amended 44D: No

Filed 44E: No

Currently 44E: No

Amended 44E: No

Filed 66A: No

Currently 66A: No

Filed No Basis: No

Currently No Basis: No

Current Owner(s) Information

Owner Name: Kaiser Foundation Health Plan, Inc.

Owner Address: One Kaiser Plaza
Oakland, CALIFORNIA 94612
UNITED STATES

Legal Entity Type: CORPORATION

State or Country CALIFORNIA
Where Organized:

Attorney/Correspondence Information

Attorney of Record

Attorney Name: Catherine E. Maxson

Docket Number: 41636-24

Attorney Primary catherinemaxson@dwt.com
Email Address:

Attorney Email Yes
Authorized:

Correspondent

Correspondent CATHERINE E. MAXSON
Name/Address: Davis Wright Tremaine LLP
920 Fifth Avenue, Suite 3300
Seattle, WASHINGTON 98104-1610
UNITED STATES

Phone: (206) 757-8098

Fax: 206-757-7098

Correspondent e-mail: catherinemaxson@dwt.com seatm@dwt.com bren
danixdorf@dwt.com emilyeskev@dwt.com

Correspondent e-mail Yes
Authorized:

Domestic Representative - Not Found

Prosecution History

| Date | Description | Proceeding Number |
|---------------|--|-------------------|
| Dec. 10, 2018 | TEAS CHANGE OF CORRESPONDENCE RECEIVED | |
| Apr. 10, 2018 | REGISTERED-PRINCIPAL REGISTER | |
| Jan. 23, 2018 | OFFICIAL GAZETTE PUBLICATION CONFIRMATION E-MAILED | |
| Jan. 23, 2018 | PUBLISHED FOR OPPOSITION | |
| Jan. 03, 2018 | NOTIFICATION OF NOTICE OF PUBLICATION E-MAILED | |
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| Dec. 13, 2017 | ASSIGNED TO EXAMINER | 76583 |
| Dec. 08, 2017 | NEW APPLICATION OFFICE SUPPLIED DATA ENTERED IN TRAM | |
| Dec. 01, 2017 | NEW APPLICATION ENTERED IN TRAM | |

TM Staff and Location Information

TM Staff Information - None

File Location

Current Location: PUBLICATION AND ISSUE SECTION

Date in Location: Apr. 10, 2018

United States of America

United States Patent and Trademark Office

thrive

Reg. No. 5,443,429

Kaiser Foundation Health Plan, Inc. (CALIFORNIA CORPORATION)
One Kaiser Plaza

Registered Apr. 10, 2018

Oakland, CALIFORNIA 94612

Int. Cl.: 36

CLASS 36: Organization and administration of prepaid health care plans and health care coverage; providing information on health insurance

Service Mark

FIRST USE 8-2-2004; IN COMMERCE 8-2-2004

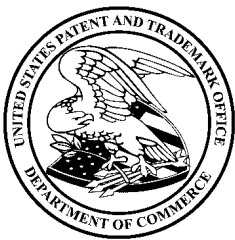
Principal Register

The color(s) blue is/are claimed as a feature of the mark.

The mark consists of a stylized version of the word "thrive" in the color blue.

OWNER OF U.S. REG. NO. 3674941

SER. NO. 87-700,349, FILED 11-28-2017



Andrei Iancu

Director of the United States
Patent and Trademark Office

REQUIREMENTS TO MAINTAIN YOUR FEDERAL TRADEMARK REGISTRATION

WARNING: YOUR REGISTRATION WILL BE CANCELLED IF YOU DO NOT FILE THE DOCUMENTS BELOW DURING THE SPECIFIED TIME PERIODS.

Requirements in the First Ten Years*

What and When to File:

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- **Second Filing Deadline:** You must file a Declaration of Use (or Excusable Nonuse) and an Application for Renewal between the 9th and 10th years after the registration date.* See 15 U.S.C. §1059.

Requirements in Successive Ten-Year Periods*

What and When to File:

- You must file a Declaration of Use (or Excusable Nonuse) and an Application for Renewal between every 9th and 10th-year period, calculated from the registration date.*

Grace Period Filings*

The above documents will be accepted as timely if filed within six months after the deadlines listed above with the payment of an additional fee.

***ATTENTION MADRID PROTOCOL REGISTRANTS:** The holder of an international registration with an extension of protection to the United States under the Madrid Protocol must timely file the Declarations of Use (or Excusable Nonuse) referenced above directly with the United States Patent and Trademark Office (USPTO). The time periods for filing are based on the U.S. registration date (not the international registration date). The deadlines and grace periods for the Declarations of Use (or Excusable Nonuse) are identical to those for nationally issued registrations. See 15 U.S.C. §§1058, 1141k. However, owners of international registrations do not file renewal applications at the USPTO. Instead, the holder must file a renewal of the underlying international registration at the International Bureau of the World Intellectual Property Organization, under Article 7 of the Madrid Protocol, before the expiration of each ten-year term of protection, calculated from the date of the international registration. See 15 U.S.C. §1141j. For more information and renewal forms for the international registration, see <http://www.wipo.int/madrid/en/>.

NOTE: Fees and requirements for maintaining registrations are subject to change. Please check the USPTO website for further information. With the exception of renewal applications for registered extensions of protection, you can file the registration maintenance documents referenced above online at <http://www.uspto.gov>.

NOTE: A courtesy e-mail reminder of USPTO maintenance filing deadlines will be sent to trademark owners/holders who authorize e-mail communication and maintain a current e-mail address with the USPTO. To ensure that e-mail is authorized and your address is current, please use the Trademark Electronic Application System (TEAS) Correspondence Address and Change of Owner Address Forms available at <http://www.uspto.gov>.

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Mark: CDPHP THRIVE

CDPHP THRIVE

US Serial Number: 87325507

Application Filing Date: Feb. 06, 2017

US Registration Number: 5342591

Registration Date: Nov. 21, 2017

Filed as TEAS RF: Yes

Currently TEAS RF: Yes

Register: Principal

Mark Type: Trademark

TM5 Common Status Descriptor:



LIVE/REGISTRATION/Issued and Active

The trademark application has been registered with the Office.

Status: Registered. The registration date is used to determine when post-registration maintenance documents are due.

Status Date: Nov. 21, 2017

Publication Date: Jun. 20, 2017

Notice of Allowance Date: Aug. 15, 2017

Mark Information

Mark Literal Elements: CDPHP THRIVE

Standard Character Claim: Yes. The mark consists of standard characters without claim to any particular font style, size, or color.

Mark Drawing Type: 4 - STANDARD CHARACTER MARK

Goods and Services

Note:

The following symbols indicate that the registrant/owner has amended the goods/services:

- Brackets [...] indicate deleted goods/services;
- Double parenthesis ((.)) identify any goods/services not claimed in a Section 15 affidavit of incontestability; and
- Asterisks *.* identify additional (new) wording in the goods/services.

For: Newsletters for health insurance plan members in the fields of health insurance, health care, and healthy living

International Class(es): 016 - Primary Class

U.S Class(es): 002, 005, 022, 023, 029, 037, 038, 050

Class Status: ACTIVE

Basis: 1(a)

First Use: Mar. 28, 2017

Use in Commerce: Mar. 28, 2017

Basis Information (Case Level)

Filed Use: No

Currently Use: Yes

Filed ITU: Yes

Currently ITU: No

Filed 44D: No

Currently 44E: No

Filed 44E: No

Currently 66A: No

Filed 66A: No

Currently No Basis: No

Filed No Basis: No

Current Owner(s) Information

Owner Name: Capital District Physicians' Health Plan, Inc.

Owner Address: 500 Patroon Creek Boulevard
Albany, NEW YORK UNITED STATES 12206

Legal Entity Type: non-profit corporation

State or Country NEW YORK
Where Organized:

Attorney/Correspondence Information

Attorney of Record

Attorney Name: Victor A. Cardona

Docket Number: 1198.061

Attorney Primary dock@hrfmlaw.com
Email Address:

Attorney Email Yes
Authorized:

Correspondent

Correspondent VICTOR A. CARDONA
Name/Address: HESLIN ROTHENBERG FARLEY & MESITI P.C.
5 COLUMBIA CIRCLE
ALBANY, NEW YORK UNITED STATES 12203

Phone: 518-452-5600

Correspondent e- dock@hrfmlaw.com vac@hrfmlaw.com ccw@hrfm
mail: law.com

Correspondent e- Yes
mail Authorized:

Domestic Representative - Not Found

Prosecution History

| Date | Description | Proceeding Number |
|---------------|--|-------------------|
| Nov. 21, 2017 | REGISTERED-PRINCIPAL REGISTER | |
| Oct. 17, 2017 | NOTICE OF ACCEPTANCE OF STATEMENT OF USE E-MAILED | |
| Oct. 16, 2017 | ALLOWED PRINCIPAL REGISTER - SOU ACCEPTED | |
| Sep. 23, 2017 | STATEMENT OF USE PROCESSING COMPLETE | 30010 |
| Sep. 11, 2017 | USE AMENDMENT FILED | 30010 |
| Sep. 23, 2017 | CASE ASSIGNED TO INTENT TO USE PARALEGAL | 30010 |
| Sep. 11, 2017 | TEAS STATEMENT OF USE RECEIVED | |
| Aug. 15, 2017 | NOA E-MAILED - SOU REQUIRED FROM APPLICANT | |
| Jun. 20, 2017 | OFFICIAL GAZETTE PUBLICATION CONFIRMATION E-MAILED | |
| Jun. 20, 2017 | PUBLISHED FOR OPPOSITION | |
| May 31, 2017 | NOTIFICATION OF NOTICE OF PUBLICATION E-MAILED | |
| May 02, 2017 | APPROVED FOR PUB - PRINCIPAL REGISTER | |
| May 02, 2017 | ASSIGNED TO EXAMINER | 72617 |
| Feb. 10, 2017 | NOTICE OF PSEUDO MARK E-MAILED | |
| Feb. 09, 2017 | NEW APPLICATION OFFICE SUPPLIED DATA ENTERED IN TRAM | |
| Feb. 09, 2017 | NEW APPLICATION ENTERED IN TRAM | |

TM Staff and Location Information

TM Staff Information - None

File Location

Current Location: PUBLICATION AND ISSUE SECTION

Date in Location: Oct. 16, 2017

United States of America

United States Patent and Trademark Office

CDPHP THRIVE

Reg. No. 5,342,591

Capital District Physicians' Health Plan, Inc. (NEW YORK non-profit corporation)

Registered Nov. 21, 2017

500 Patroon Creek Boulevard
Albany, NEW YORK 12206

Int. Cl.: 16

CLASS 16: Newsletters for health insurance plan members in the fields of health insurance, health care, and healthy living

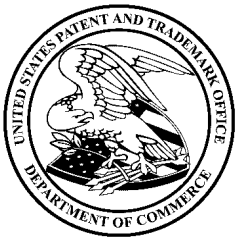
Trademark

FIRST USE 3-28-2017; IN COMMERCE 3-28-2017

Principal Register

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT STYLE, SIZE OR COLOR

SER. NO. 87-325,507, FILED 02-06-2017



Joseph Matol

Performing the Functions and Duties of the
Under Secretary of Commerce for
Intellectual Property and Director of the
United States Patent and Trademark Office

REQUIREMENTS TO MAINTAIN YOUR FEDERAL TRADEMARK REGISTRATION

WARNING: YOUR REGISTRATION WILL BE CANCELLED IF YOU DO NOT FILE THE DOCUMENTS BELOW DURING THE SPECIFIED TIME PERIODS.

Requirements in the First Ten Years*

What and When to File:

- **First Filing Deadline:** You must file a Declaration of Use (or Excusable Nonuse) between the 5th and 6th years after the registration date. See 15 U.S.C. §§1058, 1141k. If the declaration is accepted, the registration will continue in force for the remainder of the ten-year period, calculated from the registration date, unless cancelled by an order of the Commissioner for Trademarks or a federal court.
- **Second Filing Deadline:** You must file a Declaration of Use (or Excusable Nonuse) and an Application for Renewal between the 9th and 10th years after the registration date.* See 15 U.S.C. §1059.

Requirements in Successive Ten-Year Periods*

What and When to File:

- You must file a Declaration of Use (or Excusable Nonuse) and an Application for Renewal between every 9th and 10th-year period, calculated from the registration date.*

Grace Period Filings*

The above documents will be accepted as timely if filed within six months after the deadlines listed above with the payment of an additional fee.

***ATTENTION MADRID PROTOCOL REGISTRANTS:** The holder of an international registration with an extension of protection to the United States under the Madrid Protocol must timely file the Declarations of Use (or Excusable Nonuse) referenced above directly with the United States Patent and Trademark Office (USPTO). The time periods for filing are based on the U.S. registration date (not the international registration date). The deadlines and grace periods for the Declarations of Use (or Excusable Nonuse) are identical to those for nationally issued registrations. See 15 U.S.C. §§1058, 1141k. However, owners of international registrations do not file renewal applications at the USPTO. Instead, the holder must file a renewal of the underlying international registration at the International Bureau of the World Intellectual Property Organization, under Article 7 of the Madrid Protocol, before the expiration of each ten-year term of protection, calculated from the date of the international registration. See 15 U.S.C. §1141j. For more information and renewal forms for the international registration, see <http://www.wipo.int/madrid/en/>.

NOTE: Fees and requirements for maintaining registrations are subject to change. Please check the USPTO website for further information. With the exception of renewal applications for registered extensions of protection, you can file the registration maintenance documents referenced above online at <http://www.uspto.gov>.

NOTE: A courtesy e-mail reminder of USPTO maintenance filing deadlines will be sent to trademark owners/holders who authorize e-mail communication and maintain a current e-mail address with the USPTO. To ensure that e-mail is authorized and your address is current, please use the Trademark Electronic Application System (TEAS) Correspondence Address and Change of Owner Address Forms available at <http://www.uspto.gov>.

Generated on: This page was generated by TSDR on 2019-04-29 13:48:54 EDT

Mark: THRIVE

THRIVE

US Serial Number: 86241051

Application Filing Date: Apr. 03, 2014

US Registration Number: 5586419

Registration Date: Oct. 16, 2018

Register: Principal

Mark Type: Trademark, Service Mark

Status: Registered. The registration date is used to determine when post-registration maintenance documents are due.

Status Date: Oct. 16, 2018

Publication Date: Apr. 07, 2015

Notice of Allowance Date: Aug. 11, 2015

Mark Information

Mark Literal Elements: THRIVE

Standard Character Claim: Yes. The mark consists of standard characters without claim to any particular font style, size, or color.

Mark Drawing Type: 4 - STANDARD CHARACTER MARK

Goods and Services

Note:

The following symbols indicate that the registrant/owner has amended the goods/services:

- Brackets [...] indicate deleted goods/services;
- Double parenthesis ((...)) identify any goods/services not claimed in a Section 15 affidavit of incontestability; and
- Asterisks *...* identify additional (new) wording in the goods/services.

For: General feature magazines featuring information and content in the fields of fashion, beauty, travel, home decorating, personal relationships, consumer goods, health and fitness, sports, exercise, independent living, volunteer activities, legal assistance, insurance, technology, careers, family relationships, home care, empathy and sensitivity training, and education, all oriented towards members of the special needs community and those members of the general public seeking information and resources on issues and topics affecting members of the special needs community; Posters

International Class(es): 016 - Primary Class

U.S Class(es): 002, 005, 022, 023, 029, 037, 038, 050

Class Status: ACTIVE

Basis: 1(a)

First Use: Aug. 11, 2018

Use in Commerce: Aug. 11, 2018

For: Providing electronic publications, namely, blogs and online, non-downloadable magazines featuring information and content in the fields of fashion, beauty, travel, home decorating, personal relationships, consumer goods, health and fitness, sports, exercise, independent living, volunteer activities, legal assistance, insurance, technology, careers, family relationships, home care, empathy and sensitivity training, and education, all oriented towards members of the special needs community and those members of the general public seeking information and resources on issues and topics affecting members of the special needs community

International Class(es): 041 - Primary Class

U.S Class(es): 100, 101, 107

Class Status: ACTIVE

Basis: 1(a)

First Use: Jul. 18, 2018

Use in Commerce: Aug. 11, 2018

For: Telephone hotline services, namely, providing emotional support services to members of the special needs community, namely, families and caregivers, and to members of the general public seeking emotional support on issues and topics affecting members of the special needs community

International Class(es): 045 - Primary Class

U.S Class(es): 100, 101

Class Status: ACTIVE

Basis: 1(a)

First Use: Aug. 10, 2018

Use in Commerce: Aug. 10, 2018

Basis Information (Case Level)

| | | |
|---------------------------|-------------------------------|------------------------|
| Filed Use: No | Currently Use: Yes | Amended Use: No |
| Filed ITU: Yes | Currently ITU: No | Amended ITU: No |
| Filed 44D: No | Currently 44D: No | Amended 44D: No |
| Filed 44E: No | Currently 44E: No | Amended 44E: No |
| Filed 66A: No | Currently 66A: No | |
| Filed No Basis: No | Currently No Basis: No | |

Current Owner(s) Information

Owner Name: THRIVE TOGETHER NOW

Owner Address: 5331 SW Macadam Ave. 258, PMB 459
PORTLAND, OREGON 97239
UNITED STATES

Legal Entity Type: NONPROFIT CORPORATION

State or Country OREGON
Where Organized:

Attorney/Correspondence Information

Attorney of Record - None

Correspondent

Correspondent Name/Address: Andrea Sydney Gisele
Thrive Today/Thrive Together Now
5331 SW Macadam Ave. 258, PMB 459
PORTLAND, OREGON 97239
UNITED STATES

Phone: 503-781-3444

Fax: 971-888-4029

Domestic Representative - Not Found

Prosecution History

| Date | Description | Proceeding Number |
|---------------|---|-------------------|
| Apr. 10, 2019 | TEAS SECTION 7 SURRENDER RECEIVED | |
| Oct. 16, 2018 | REGISTERED-PRINCIPAL REGISTER | |
| Sep. 14, 2018 | NOTICE OF ACCEPTANCE OF STATEMENT OF USE E-MAILED | |
| Sep. 13, 2018 | ALLOWED PRINCIPAL REGISTER - SOU ACCEPTED | |
| Sep. 12, 2018 | TEAS/EMAIL CORRESPONDENCE ENTERED | 70138 |
| Sep. 12, 2018 | CORRESPONDENCE RECEIVED IN LAW OFFICE | 70138 |
| Sep. 10, 2018 | TEAS RESPONSE TO OFFICE ACTION RECEIVED | |
| Aug. 20, 2018 | NOTIFICATION OF NON-FINAL ACTION E-MAILED | |
| Aug. 20, 2018 | NON-FINAL ACTION E-MAILED | |
| Aug. 20, 2018 | SU - NON-FINAL ACTION - WRITTEN | 82105 |
| Aug. 15, 2018 | STATEMENT OF USE PROCESSING COMPLETE | 74055 |
| Aug. 13, 2018 | USE AMENDMENT FILED | 74055 |
| Aug. 13, 2018 | TEAS STATEMENT OF USE RECEIVED | |
| Feb. 14, 2018 | NOTICE OF APPROVAL OF EXTENSION REQUEST E-MAILED | |
| Feb. 13, 2018 | EXTENSION 5 GRANTED | 74055 |
| Feb. 09, 2018 | EXTENSION 5 FILED | 74055 |
| Feb. 13, 2018 | CASE ASSIGNED TO INTENT TO USE PARALEGAL | 74055 |
| Feb. 09, 2018 | TEAS EXTENSION RECEIVED | |
| Aug. 11, 2017 | NOTICE OF APPROVAL OF EXTENSION REQUEST E-MAILED | |
| Aug. 09, 2017 | EXTENSION 4 GRANTED | 98765 |

| | | |
|---------------|--|--------|
| Aug. 09, 2017 | EXTENSION 4 FILED | 98765 |
| Aug. 09, 2017 | TEAS EXTENSION RECEIVED | |
| Feb. 11, 2017 | NOTICE OF APPROVAL OF EXTENSION REQUEST E-MAILED | |
| Feb. 09, 2017 | EXTENSION 3 GRANTED | 98765 |
| Feb. 09, 2017 | EXTENSION 3 FILED | 98765 |
| Feb. 09, 2017 | TEAS EXTENSION RECEIVED | |
| Feb. 09, 2017 | TEAS CHANGE OF CORRESPONDENCE RECEIVED | |
| Aug. 24, 2016 | NOTICE OF APPROVAL OF EXTENSION REQUEST E-MAILED | |
| Aug. 23, 2016 | EXTENSION 2 GRANTED | 61813 |
| Aug. 09, 2016 | EXTENSION 2 FILED | 61813 |
| Aug. 09, 2016 | TEAS EXTENSION RECEIVED | |
| Mar. 16, 2016 | NOTICE OF APPROVAL OF EXTENSION REQUEST E-MAILED | |
| Mar. 15, 2016 | EXTENSION 1 GRANTED | 61813 |
| Feb. 10, 2016 | EXTENSION 1 FILED | 61813 |
| Mar. 11, 2016 | CASE ASSIGNED TO INTENT TO USE PARALEGAL | 61813 |
| Feb. 10, 2016 | TEAS EXTENSION RECEIVED | |
| Feb. 10, 2016 | ATTORNEY/DOM.REP.REVOKED AND/OR APPOINTED | |
| Feb. 10, 2016 | TEAS REVOKE/APP/CHANGE ADDR OF ATTY/DOM REP RECEIVED | |
| Feb. 10, 2016 | TEAS CHANGE OF CORRESPONDENCE RECEIVED | |
| Aug. 11, 2015 | NOA E-MAILED - SOU REQUIRED FROM APPLICANT | |
| Jul. 15, 2015 | AUTOMATIC UPDATE OF ASSIGNMENT OF OWNERSHIP | |
| Jul. 01, 2015 | TTAB RELEASE CASE TO TRADEMARKS | 221713 |
| Jul. 01, 2015 | OPPOSITION TERMINATED NO. 999999 | 221713 |
| Jul. 01, 2015 | OPPOSITION DISMISSED NO. 999999 | 221713 |
| Apr. 28, 2015 | OPPOSITION INSTITUTED NO. 999999 | 221713 |
| Apr. 28, 2015 | OPPOSITION PAPERS RECEIVED AT TTAB | |
| Apr. 07, 2015 | OFFICIAL GAZETTE PUBLICATION CONFIRMATION E-MAILED | |
| Apr. 07, 2015 | PUBLISHED FOR OPPOSITION | |
| Mar. 18, 2015 | NOTIFICATION OF NOTICE OF PUBLICATION E-MAILED | |
| Mar. 03, 2015 | LAW OFFICE PUBLICATION REVIEW COMPLETED | 70138 |
| Feb. 27, 2015 | ASSIGNED TO LIE | 70138 |
| Feb. 07, 2015 | APPROVED FOR PUB - PRINCIPAL REGISTER | |
| Jan. 17, 2015 | TEAS/EMAIL CORRESPONDENCE ENTERED | 88889 |
| Jan. 16, 2015 | CORRESPONDENCE RECEIVED IN LAW OFFICE | 88889 |
| Jan. 16, 2015 | TEAS RESPONSE TO OFFICE ACTION RECEIVED | |
| Jul. 16, 2014 | NOTIFICATION OF NON-FINAL ACTION E-MAILED | 6325 |
| Jul. 16, 2014 | NON-FINAL ACTION E-MAILED | 6325 |
| Jul. 16, 2014 | NON-FINAL ACTION WRITTEN | 82105 |
| Jul. 10, 2014 | ASSIGNED TO EXAMINER | 82105 |
| Apr. 16, 2014 | NEW APPLICATION OFFICE SUPPLIED DATA ENTERED IN TRAM | |
| Apr. 07, 2014 | NEW APPLICATION ENTERED IN TRAM | |

TM Staff and Location Information

TM Staff Information - None

File Location

Current Location: PUBLICATION AND ISSUE SECTION

Date in Location: Sep. 13, 2018

Assignment Abstract Of Title Information

Summary

Total Assignments: 1

Registrant: THRIVE TOGETHER NOW

Assignment 1 of 1

Conveyance: CHANGE OF NAME

Reel/Frame: [5569/0656](#)

Pages: 2

Date Recorded: Jul. 07, 2015

Supporting Documents: [assignment-tm-5569-0656.pdf](#)

Assignor

Name: [THRIVE FOUNDATION](#) Execution Date: Feb. 26, 2015
Legal Entity Type: NONPROFIT CORPORATION State or Country Where Organized: OREGON

Assignee

Name: [THRIVE TOGETHER NOW](#)
Legal Entity Type: NONPROFIT CORPORATION State or Country Where Organized: OREGON
Address: 5118 SW 1ST AVENUE
PORTLAND, OREGON 97239

Correspondent

Correspondent Name: ANDREA MADIAN
Correspondent Address: 5118 SW 1ST AVENUE
PORTLAND, OR 97239

Domestic Representative - Not Found

Proceedings

Summary

Number of Proceedings: 1

Type of Proceeding: Opposition

Proceeding Number: [91221713](#) Filing Date: Apr 28, 2015
Status: Terminated Status Date: Jul 01, 2015
Interlocutory Attorney: MIKE WEBSTER

Defendant

Name: Thrive Foundation
Correspondent Address: PETER E HEUSER
SCHWABE, WILLIAMSON & WYATT PC
1211 SW 5TH AVE , STE 1500
PORTLAND OR , 97204-3715
UNITED STATES
Correspondent e-mail: trademarks@schwabe.com , pheuser@schwabe.com , rob@thrivela.com

Associated marks

| Mark | Application Status | Serial Number | Registration Number |
|--------|--------------------|--------------------------|-------------------------|
| THRIVE | Registered | 86241051 | 5586419 |

Plaintiff(s)

Name: Thrive, Inc.
Correspondent Address: ROB MEADOWS
THRIVE INC
3675 S. RAINBOW BLVD. #107-121
LAS VEGAS NV , 89103
UNITED STATES
Correspondent e-mail: rob@thrivela.com

Associated marks

| Mark | Application Status | Serial Number | Registration Number |
|--------|------------------------|--------------------------|-------------------------|
| THRIVE | REGISTERED AND RENEWED | 78633601 | 3252977 |

Prosecution History

| Entry Number | History Text | Date | Due Date |
|--------------|--|--------------|--------------|
| 1 | FILED AND FEE | Apr 28, 2015 | |
| 2 | NOTICE AND TRIAL DATES SENT; ANSWER DUE: | Apr 28, 2015 | Jun 07, 2015 |
| 3 | PENDING, INSTITUTED | Apr 28, 2015 | |
| 4 | CHANGE OF CORRESP ADDRESS | Jun 02, 2015 | |
| 5 | STIP FOR EXT | Jun 05, 2015 | |
| 6 | EXTENSION OF TIME GRANTED | Jun 05, 2015 | |
| 7 | W/DRAW OF OPPOSITION | Jun 12, 2015 | |
| 8 | BD DECISION: DISMISSED W/ PREJ | Jul 01, 2015 | |
| 9 | TERMINATED | Jul 01, 2015 | |

United States of America

United States Patent and Trademark Office

THRiVE

Reg. No. 5,586,419

Registered Oct. 16, 2018

Int. Cl.: 16, 41, 45

Service Mark

Trademark

Principal Register

THRIVE TOGETHER NOW (OREGON NONPROFIT CORPORATION)
5331 Sw Macadam Ave. 258, Pmb 459
Portland, OREGON 97239

CLASS 16: General feature magazines featuring information and content in the fields of fashion, beauty, travel, home decorating, personal relationships, consumer goods, health and fitness, sports, exercise, independent living, volunteer activities, legal assistance, insurance, technology, careers, family relationships, home care, empathy and sensitivity training, and education, all oriented towards members of the special needs community and those members of the general public seeking information and resources on issues and topics affecting members of the special needs community; Posters

FIRST USE 8-11-2018; IN COMMERCE 8-11-2018

CLASS 41: Providing electronic publications, namely, blogs and online, non-downloadable magazines featuring information and content in the fields of fashion, beauty, travel, home decorating, personal relationships, consumer goods, health and fitness, sports, exercise, independent living, volunteer activities, legal assistance, insurance, technology, careers, family relationships, home care, empathy and sensitivity training, and education, all oriented towards members of the special needs community and those members of the general public seeking information and resources on issues and topics affecting members of the special needs community

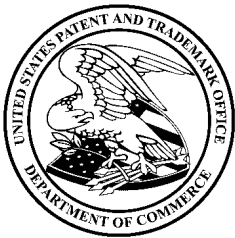
FIRST USE 7-18-2018; IN COMMERCE 8-11-2018

CLASS 45: Telephone hotline services, namely, providing emotional support services to members of the special needs community, namely, families and caregivers, and to members of the general public seeking emotional support on issues and topics affecting members of the special needs community

FIRST USE 8-10-2018; IN COMMERCE 8-10-2018

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT STYLE, SIZE OR COLOR

SER. NO. 86-241,051, FILED 04-03-2014



Andrei Iancu

Director of the United States
Patent and Trademark Office

REQUIREMENTS TO MAINTAIN YOUR FEDERAL TRADEMARK REGISTRATION

WARNING: YOUR REGISTRATION WILL BE CANCELLED IF YOU DO NOT FILE THE DOCUMENTS BELOW DURING THE SPECIFIED TIME PERIODS.

Requirements in the First Ten Years*

What and When to File:

- **First Filing Deadline:** You must file a Declaration of Use (or Excusable Nonuse) between the 5th and 6th years after the registration date. See 15 U.S.C. §§1058, 1141k. If the declaration is accepted, the registration will continue in force for the remainder of the ten-year period, calculated from the registration date, unless cancelled by an order of the Commissioner for Trademarks or a federal court.
- **Second Filing Deadline:** You must file a Declaration of Use (or Excusable Nonuse) and an Application for Renewal between the 9th and 10th years after the registration date.* See 15 U.S.C. §1059.

Requirements in Successive Ten-Year Periods*

What and When to File:

- You must file a Declaration of Use (or Excusable Nonuse) and an Application for Renewal between every 9th and 10th-year period, calculated from the registration date.*

Grace Period Filings*

The above documents will be accepted as timely if filed within six months after the deadlines listed above with the payment of an additional fee.

***ATTENTION MADRID PROTOCOL REGISTRANTS:** The holder of an international registration with an extension of protection to the United States under the Madrid Protocol must timely file the Declarations of Use (or Excusable Nonuse) referenced above directly with the United States Patent and Trademark Office (USPTO). The time periods for filing are based on the U.S. registration date (not the international registration date). The deadlines and grace periods for the Declarations of Use (or Excusable Nonuse) are identical to those for nationally issued registrations. See 15 U.S.C. §§1058, 1141k. However, owners of international registrations do not file renewal applications at the USPTO. Instead, the holder must file a renewal of the underlying international registration at the International Bureau of the World Intellectual Property Organization, under Article 7 of the Madrid Protocol, before the expiration of each ten-year term of protection, calculated from the date of the international registration. See 15 U.S.C. §1141j. For more information and renewal forms for the international registration, see <http://www.wipo.int/madrid/en/>.

NOTE: Fees and requirements for maintaining registrations are subject to change. Please check the USPTO website for further information. With the exception of renewal applications for registered extensions of protection, you can file the registration maintenance documents referenced above online at <http://www.uspto.gov>.

NOTE: A courtesy e-mail reminder of USPTO maintenance filing deadlines will be sent to trademark owners/holders who authorize e-mail communication and maintain a current e-mail address with the USPTO. To ensure that e-mail is authorized and your address is current, please use the Trademark Electronic Application System (TEAS) Correspondence Address and Change of Owner Address Forms available at <http://www.uspto.gov>.

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM347090

| | | | |
|---|-------------------------------|-----------------------|----------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | CHANGE OF NAME | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Thrive Foundation | | 02/26/2015 | Nonprofit Corporation: OREGON |
| RECEIVING PARTY DATA | | | |
| Name: | Thrive Together Now | | |
| Street Address: | 5118 SW 1st Avenue | | |
| City: | Portland | | |
| State/Country: | OREGON | | |
| Postal Code: | 97239 | | |
| Entity Type: | Nonprofit Corporation: OREGON | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 86129217 | THRIVE | |
| Serial Number: | 86241051 | THRIVE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | | | |
| <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: | 503-781-3444 | | |
| Email: | andrea@thrivetotheternow.org | | |
| Correspondent Name: | Andrea Madian | | |
| Address Line 1: | 5118 SW 1st Avenue | | |
| Address Line 4: | Portland, OREGON 97239 | | |
| NAME OF SUBMITTER: | Andrea Madian | | |
| SIGNATURE: | /Andrea Madian/ | | |
| DATE SIGNED: | 07/07/2015 | | |
| Total Attachments: 0 | | | |

OP \$65.00 86129217

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Mark: GOLDEN PATHWAYS



US Serial Number: 86726658

Application Filing Date: Aug. 17, 2015

US Registration Number: 4926932

Registration Date: Mar. 29, 2016

Filed as TEAS RF: Yes

Currently TEAS RF: Yes

Register: Principal

Mark Type: Service Mark

TM5 Common Status Descriptor:



LIVE/REGISTRATION/Issued and Active

The trademark application has been registered with the Office.

Status: Registered. The registration date is used to determine when post-registration maintenance documents are due.

Status Date: Mar. 29, 2016

Publication Date: Jan. 12, 2016

Mark Information

Mark Literal Elements: GOLDEN PATHWAYS

Standard Character Claim: No

Mark Drawing Type: 3 - AN ILLUSTRATION DRAWING WHICH INCLUDES WORD(S)/ LETTER(S)/NUMBER(S)

Description of Mark: The mark consists of a three tiered thin line lotus flower with the text "Golden Pathways" below.

Color(s) Claimed: Color is not claimed as a feature of the mark.

Design Search Code(s): 05.05.06 - Lotus flower

Goods and Services

Note:

The following symbols indicate that the registrant/owner has amended the goods/services:

- Brackets [...] indicate deleted goods/services;
- Double parenthesis ((.)) identify any goods/services not claimed in a Section 15 affidavit of incontestability; and
- Asterisks *..* identify additional (new) wording in the goods/services.

For: A referral service to help seniors find assisted living homes, retirement communities, and nursing homes

International Class(es): 035 - Primary Class

U.S Class(es): 100, 101, 102

Class Status: ACTIVE

Basis: 1(a)

First Use: Nov. 13, 2014

Use in Commerce: Nov. 13, 2014

Basis Information (Case Level)

Filed Use: Yes

Currently Use: Yes

Filed ITU: No

Currently ITU: No

Filed 44D: No

Currently 44E: No

Filed 44E: No

Currently 66A: No

Filed 66A: No

Currently No Basis: No

Filed No Basis: No

Current Owner(s) Information

Owner Name: Golden Pathways Inc.

Owner Address: 438 N California Street
San Gabriel, CALIFORNIA UNITED STATES 91775

Legal Entity Type: CORPORATION

State or Country CALIFORNIA
Where Organized:

Attorney/Correspondence Information

Attorney of Record - None

Correspondent

Correspondent GOLDEN PATHWAYS INC.

Name/Address: 438 N California St
San Gabriel, CALIFORNIA UNITED STATES 91775-2310

Phone: 626-354-1308

Fax: 626-498-2336

Domestic Representative - Not Found

Prosecution History

| Date | Description | Proceeding Number |
|---------------|--|-------------------|
| Mar. 29, 2016 | REGISTERED-PRINCIPAL REGISTER | |
| Jan. 12, 2016 | OFFICIAL GAZETTE PUBLICATION CONFIRMATION E-MAILED | |
| Jan. 12, 2016 | PUBLISHED FOR OPPOSITION | |
| Dec. 24, 2015 | NOTIFICATION OF NOTICE OF PUBLICATION E-MAILED | |
| Dec. 08, 2015 | APPROVED FOR PUB - PRINCIPAL REGISTER | |
| Dec. 01, 2015 | ASSIGNED TO EXAMINER | 74785 |
| Aug. 21, 2015 | NOTICE OF DESIGN SEARCH CODE E-MAILED | |
| Aug. 20, 2015 | NEW APPLICATION OFFICE SUPPLIED DATA ENTERED IN TRAM | |

TM Staff and Location Information

TM Staff Information - None

File Location

Current Location: PUBLICATION AND ISSUE SECTION

Date in Location: Mar. 29, 2016

United States of America

United States Patent and Trademark Office



Reg. No. 4,926,932

Registered Mar. 29, 2016

Int. Cl.: 35

SERVICE MARK

PRINCIPAL REGISTER

GOLDEN PATHWAYS INC. (CALIFORNIA CORPORATION)
438 N CALIFORNIA STREET
SAN GABRIEL, CA 91775

FOR: A REFERRAL SERVICE TO HELP SENIORS FIND ASSISTED LIVING HOMES, RETIREMENT COMMUNITIES, AND NURSING HOMES, IN CLASS 35 (U.S. CLS. 100, 101 AND 102).

FIRST USE 11-13-2014; IN COMMERCE 11-13-2014.

THE MARK CONSISTS OF A THREE TIERED THIN LINE LOTUS FLOWER WITH THE TEXT "GOLDEN PATHWAYS" BELOW.

SER. NO. 86-726,658, FILED 8-17-2015.

LAURA KOVALSKY, EXAMINING ATTORNEY



Michelle K. Lee

Director of the United States
Patent and Trademark Office

**REQUIREMENTS TO MAINTAIN YOUR FEDERAL
TRADEMARK REGISTRATION**

**WARNING: YOUR REGISTRATION WILL BE CANCELLED IF YOU DO NOT FILE THE
DOCUMENTS BELOW DURING THE SPECIFIED TIME PERIODS.**

Requirements in the First Ten Years*

What and When to File:

First Filing Deadline: You must file a Declaration of Use (or Excusable Nonuse) between the 5th and 6th years after the registration date. *See* 15 U.S.C. §§1058, 1141k. If the declaration is accepted, the registration will continue in force for the remainder of the ten-year period, calculated from the registration date, unless cancelled by an order of the Commissioner for Trademarks or a federal court.

Second Filing Deadline: You must file a Declaration of Use (or Excusable Nonuse) **and** an Application for Renewal between the 9th and 10th years after the registration date.*
See 15 U.S.C. §1059.

Requirements in Successive Ten-Year Periods*

What and When to File:

You must file a Declaration of Use (or Excusable Nonuse) **and** an Application for Renewal between every 9th and 10th-year period, calculated from the registration date.*

Grace Period Filings*

The above documents will be accepted as timely if filed within six months after the deadlines listed above with the payment of an additional fee.

***ATTENTION MADRID PROTOCOL REGISTRANTS:** The holder of an international registration with an extension of protection to the United States under the Madrid Protocol must timely file the Declarations of Use (or Excusable Nonuse) referenced above directly with the United States Patent and Trademark Office (USPTO). The time periods for filing are based on the U.S. registration date (not the international registration date). The deadlines and grace periods for the Declarations of Use (or Excusable Nonuse) are identical to those for nationally issued registrations. *See* 15 U.S.C. §§1058, 1141k. However, owners of international registrations do not file renewal applications at the USPTO. Instead, the holder must file a renewal of the underlying international registration at the International Bureau of the World Intellectual Property Organization, under Article 7 of the Madrid Protocol, before the expiration of each ten-year term of protection, calculated from the date of the international registration. *See* 15 U.S.C. §1141j. For more information and renewal forms for the international registration, see <http://www.wipo.int/madrid/en/>.

NOTE: Fees and requirements for maintaining registrations are subject to change. Please check the USPTO website for further information. With the exception of renewal applications for registered extensions of protection, you can file the registration maintenance documents referenced above online at <http://www.uspto.gov>.

NOTE: A courtesy e-mail reminder of USPTO maintenance filing deadlines will be sent to trademark owners/holders who authorize e-mail communication and maintain a current e-mail address with the USPTO. To ensure that e-mail is authorized and your address is current, please use the Trademark Electronic Application System (TEAS) Correspondence Address and Change of Owner Address Forms available at <http://www.uspto.gov>.

Generated on: This page was generated by TSDR on 2019-04-29 13:52:08 EDT

Mark: GOLDEN HOSPITALITY

GOLDEN HOSPITALITY

US Serial Number: 85154670

Application Filing Date: Oct. 18, 2010

US Registration Number: 4242527

Registration Date: Nov. 13, 2012

Register: Principal

Mark Type: Service Mark

Status: Registered. The registration date is used to determine when post-registration maintenance documents are due.

Status Date: Nov. 13, 2012

Publication Date: Sep. 20, 2011

Notice of Allowance Date: Nov. 15, 2011

Mark Information

Mark Literal Elements: GOLDEN HOSPITALITY

Standard Character Claim: Yes. The mark consists of standard characters without claim to any particular font style, size, or color.

Mark Drawing Type: 4 - STANDARD CHARACTER MARK

Disclaimer: "HOSPITALITY"

Goods and Services

Note:

The following symbols indicate that the registrant/owner has amended the goods/services:

- Brackets [...] indicate deleted goods/services;
- Double parenthesis (...) identify any goods/services not claimed in a Section 15 affidavit of incontestability; and
- Asterisks *..* identify additional (new) wording in the goods/services.

For: senior living facilities, namely, assisted living facilities; providing dining services and meal preparation services for residents of skilled nursing facilities and senior living facilities

International Class(es): 043 - Primary Class

U.S Class(es): 100, 101

Class Status: ACTIVE

Basis: 1(a)

First Use: May 11, 2012

Use in Commerce: May 11, 2012

Basis Information (Case Level)

Filed Use: No

Currently Use: Yes

Amended Use: No

Filed ITU: Yes

Currently ITU: No

Amended ITU: No

Filed 44D: No

Currently 44D: No

Amended 44D: No

Filed 44E: No

Currently 44E: No

Amended 44E: No

Filed 66A: No

Currently 66A: No

Filed No Basis: No

Currently No Basis: No

Current Owner(s) Information

Owner Name: GGNSC Clinical Services LLC

Owner Address: 1000 Beverly Way
Fort Smith, ARKANSAS 72919
UNITED STATES

Legal Entity Type: LIMITED LIABILITY COMPANY

State or Country Where Organized: DELAWARE

Attorney/Correspondence Information

Attorney of Record

Attorney Name: Patrick C. Stephenson

Attorney Primary Email Address: patrick.stephenson@kutakrock.com

Attorney Email Authorized: No

Correspondent

Correspondent Name/Address: PATRICK C. STEPHENSON
KUTAK ROCK LLP
1650 FARNAM ST
OMAHA, NEBRASKA 68102
UNITED STATES

Phone: 402-346-6000

Fax: 402-346-1148

Correspondent e-mail: patrick.stephenson@kutakrock.com

Correspondent e-mail Authorized: Yes

Domestic Representative - Not Found

Prosecution History

| Date | Description | Proceeding Number |
|---------------|--|-------------------|
| Nov. 13, 2017 | COURTESY REMINDER - SEC. 8 (6-YR) E-MAILED | |
| Nov. 13, 2012 | REGISTERED-PRINCIPAL REGISTER | |
| Oct. 06, 2012 | NOTICE OF ACCEPTANCE OF STATEMENT OF USE E-MAILED | |
| Oct. 05, 2012 | LAW OFFICE REGISTRATION REVIEW COMPLETED | 76568 |
| Oct. 02, 2012 | ALLOWED PRINCIPAL REGISTER - SOU ACCEPTED | |
| Sep. 19, 2012 | TEAS/EMAIL CORRESPONDENCE ENTERED | 76568 |
| Sep. 19, 2012 | CORRESPONDENCE RECEIVED IN LAW OFFICE | 76568 |
| Aug. 28, 2012 | TEAS RESPONSE TO OFFICE ACTION RECEIVED | |
| Jun. 26, 2012 | NOTIFICATION OF NON-FINAL ACTION E-MAILED | |
| Jun. 26, 2012 | NON-FINAL ACTION E-MAILED | |
| Jun. 26, 2012 | SU - NON-FINAL ACTION - WRITTEN | 81088 |
| Jun. 21, 2012 | ASSIGNED TO EXAMINER | 81088 |
| Jun. 07, 2012 | STATEMENT OF USE PROCESSING COMPLETE | 76985 |
| May 15, 2012 | USE AMENDMENT FILED | 76985 |
| Jun. 07, 2012 | CASE ASSIGNED TO INTENT TO USE PARALEGAL | 76985 |
| May 15, 2012 | TEAS STATEMENT OF USE RECEIVED | |
| Nov. 15, 2011 | NOA E-MAILED - SOU REQUIRED FROM APPLICANT | |
| Sep. 20, 2011 | OFFICIAL GAZETTE PUBLICATION CONFIRMATION E-MAILED | |
| Sep. 20, 2011 | PUBLISHED FOR OPPOSITION | |
| Aug. 12, 2011 | LAW OFFICE PUBLICATION REVIEW COMPLETED | 76568 |
| Aug. 11, 2011 | ASSIGNED TO LIE | 76568 |
| Jul. 29, 2011 | APPROVED FOR PUB - PRINCIPAL REGISTER | |
| Jul. 28, 2011 | TEAS/EMAIL CORRESPONDENCE ENTERED | 88889 |
| Jul. 28, 2011 | CORRESPONDENCE RECEIVED IN LAW OFFICE | 88889 |
| Jul. 28, 2011 | TEAS RESPONSE TO OFFICE ACTION RECEIVED | |
| Jan. 28, 2011 | NOTIFICATION OF NON-FINAL ACTION E-MAILED | 6325 |
| Jan. 28, 2011 | NON-FINAL ACTION E-MAILED | 6325 |
| Jan. 28, 2011 | NON-FINAL ACTION WRITTEN | 82091 |
| Jan. 27, 2011 | ASSIGNED TO EXAMINER | 82091 |
| Oct. 21, 2010 | NEW APPLICATION OFFICE SUPPLIED DATA ENTERED IN TRAM | |
| Oct. 21, 2010 | NEW APPLICATION ENTERED IN TRAM | |

TM Staff and Location Information

TM Staff Information - None

File Location

Current Location: PUBLICATION AND ISSUE SECTION

Date in Location: Oct. 05, 2012

Assignment Abstract Of Title Information**Summary**

Total Assignments: 3

Registrant: GGNSC Clinical Services LLC

Assignment 1 of 3

Conveyance: RELEASE BY SECURED PARTY

Reel/Frame: [4533/0671](#)

Pages: 10

Date Recorded: May 04, 2011

Supporting Documents: [assignment-tm-4533-0671.pdf](#)**Assignor**Name: [ROYAL BANK OF CANADA, AS AGENT](#)

Execution Date: May 03, 2011

Legal Entity Type: BANK

State or Country: CANADA
Where Organized:**Assignee**Name: [CITIBANK, N.A., AS COLLATERAL AGENT](#)

Legal Entity Type: CORPORATION

State or Country: DELAWARE
Where Organized:Address: 2 PENNS WAY, SUITE 100
NEW CASTLE, DELAWARE 19720**Correspondent**

Correspondent Name: JAMES P. MURPHY, LEGAL ASSISTANT

Correspondent Address: 80 PINE STREET
CAHILL GORDON & REINDEL LLP
NEW YORK, NY 10005**Domestic Representative - Not Found****Assignment 2 of 3**

Conveyance: SECURITY INTEREST

Reel/Frame: [4534/0601](#)

Pages: 11

Date Recorded: May 05, 2011

Supporting Documents: [assignment-tm-4534-0601.pdf](#)**Assignor**Name: [GGNSC ADMINISTRATIVE SERVICES LLC](#)

Execution Date: May 04, 2011

Legal Entity Type: LIMITED LIABILITY COMPANY

State or Country: DELAWARE
Where Organized:Name: [GOLDEN GATE ANCILLARY LLC](#)

Execution Date: May 04, 2011

Legal Entity Type: LIMITED LIABILITY COMPANY

State or Country: DELAWARE
Where Organized:Name: [GOLDEN GATE NATIONAL SENIOR CARE LLC](#)

Execution Date: May 04, 2011

Legal Entity Type: LIMITED LIABILITY COMPANY

State or Country: DELAWARE
Where Organized:Name: [GGNSC CLINICAL SERVICES LLC](#)

Execution Date: May 04, 2011

Legal Entity Type: LIMITED LIABILITY COMPANY

State or Country: DELAWARE
Where Organized:Name: [BEVERLY ENTERPRISES, INC.](#)

Execution Date: May 04, 2011

Legal Entity Type: CORPORATION

State or Country: DELAWARE
Where Organized:**Assignee**

Name: [CITIBANK, N.A., AS ADMINISTRATIVE AGENT](#)

Legal Entity Type: CORPORATION

State or Country Where Organized: DELAWARE

Address: 388 GREENWICH STREET
NEW YORK, NEW YORK 10013

Correspondent

Correspondent Name: JAMES P. MURPHY, LEGAL ASSISTANT

Correspondent Address: 80 PINE STREET
CAHILL GORDON & REINDEL LLP
NEW YORK, NY 10005

Domestic Representative - Not Found

Assignment 3 of 3

Conveyance: RELEASE BY SECURED PARTY

Reel/Frame: [6047/0884](#)

Pages: 10

Date Recorded: Apr. 28, 2017

Supporting Documents: [assignment-tm-6047-0884.pdf](#)

Assignor

Name: [CITIBANK, N.A.](#)

Execution Date: Apr. 28, 2017

Legal Entity Type: NATIONAL BANKING ASSOCIATION

State or Country Where Organized: UNITED STATES

Assignee

Name: [GGNSC ADMINISTRATIVE SERVICES LLC](#)

Legal Entity Type: LIMITED LIABILITY COMPANY

State or Country Where Organized: DELAWARE

Address: 1000 FIANNA WAY
FORT SMITH, ARKANSAS 72919

Name: [GOLDEN GATE ANCILLARY LLC](#)

Legal Entity Type: LIMITED LIABILITY COMPANY

State or Country Where Organized: DELAWARE

Address: 1000 FIANNA WAY
FORT SMITH, ARKANSAS 72919

Name: [GOLDEN GATE NATIONAL SENIOR CARE LLC](#)

Legal Entity Type: LIMITED LIABILITY COMPANY

State or Country Where Organized: DELAWARE

Address: 1000 FIANNA WAY
FORT SMITH, ARKANSAS 72919

Name: [GGNSC CLINICAL SERVICES LLC](#)

Legal Entity Type: LIMITED LIABILITY COMPANY

State or Country Where Organized: DELAWARE

Address: 1000 FIANNA WAY
FORT SMITH, ARKANSAS 72919

Name: [BEVERLY ENTERPRISES, INC.](#)

Legal Entity Type: CORPORATION

State or Country Where Organized: DELAWARE

Address: 1000 FIANNA WAY
FORT SMITH, ARKANSAS 72919

Correspondent

Correspondent Name: CHRISTINE DIONNE C/O PAUL HASTINGS, LLP

Correspondent Address: 200 PARK AVENUE, 28TH FLOOR
NEW YORK, NY 10166

Domestic Representative - Not Found

United States of America

United States Patent and Trademark Office

GOLDEN HOSPITALITY

Reg. No. 4,242,527

GGNSC CLINICAL SERVICES LLC (DELAWARE LIMITED LIABILITY COMPANY)
1000 BEVERLY WAY

Registered Nov. 13, 2012

FORT SMITH, AR 72919

Int. Cl.: 43

FOR: SENIOR LIVING FACILITIES, NAMELY, ASSISTED LIVING FACILITIES; PROVIDING DINING SERVICES AND MEAL PREPARATION SERVICES FOR RESIDENTS OF SKILLED NURSING FACILITIES AND SENIOR LIVING FACILITIES, IN CLASS 43 (U.S. CLS. 100 AND 101).

SERVICE MARK

PRINCIPAL REGISTER

FIRST USE 5-11-2012; IN COMMERCE 5-11-2012.

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT, STYLE, SIZE, OR COLOR.

NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "HOSPITALITY", APART FROM THE MARK AS SHOWN.

SN 85-154,670, FILED 10-18-2010.

SUSAN BILLHEIMER, EXAMINING ATTORNEY



David J. Kyjko

Director of the United States Patent and Trademark Office

**REQUIREMENTS TO MAINTAIN YOUR FEDERAL
TRADEMARK REGISTRATION**

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Grace Period Filings*

The above documents will be accepted as timely if filed within six months after the deadlines listed above with the payment of an additional fee.

**The United States Patent and Trademark Office (USPTO) will NOT send you any future notice or
reminder of these filing requirements.**

***ATTENTION MADRID PROTOCOL REGISTRANTS:** The holder of an international registration with an extension of protection to the United States under the Madrid Protocol must timely file the Declarations of Use (or Excusable Nonuse) referenced above directly with the USPTO. The time periods for filing are based on the U.S. registration date (not the international registration date). The deadlines and grace periods for the Declarations of Use (or Excusable Nonuse) are identical to those for nationally issued registrations. *See* 15 U.S.C. §§1058, 1141k. However, owners of international registrations do not file renewal applications at the USPTO. Instead, the holder must file a renewal of the underlying international registration at the International Bureau of the World Intellectual Property Organization, under Article 7 of the Madrid Protocol, before the expiration of each ten-year term of protection, calculated from the date of the international registration. *See* 15 U.S.C. §1141j. For more information and renewal forms for the international registration, see <http://www.wipo.int/madrid/en/>.

NOTE: Fees and requirements for maintaining registrations are subject to change. Please check the USPTO website for further information. With the exception of renewal applications for registered extensions of protection, you can file the registration maintenance documents referenced above online at <http://www.uspto.gov>.

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM425503

| | | | |
|------------------------------|--------------------------------------|-----------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | RELEASE OF SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Citibank, N.A. | | 04/28/2017 | National Banking Association: UNITED STATES |
| RECEIVING PARTY DATA | | | |
| Name: | GGNSC Administrative Services LLC | | |
| Street Address: | 1000 Fianna Way | | |
| City: | Fort Smith | | |
| State/Country: | ARKANSAS | | |
| Postal Code: | 72919 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| Name: | Golden Gate Ancillary LLC | | |
| Street Address: | 1000 Fianna Way | | |
| City: | Fort Smith | | |
| State/Country: | ARKANSAS | | |
| Postal Code: | 72919 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| Name: | Golden Gate National Senior Care LLC | | |
| Street Address: | 1000 Fianna Way | | |
| City: | Fort Smith | | |
| State/Country: | ARKANSAS | | |
| Postal Code: | 72919 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| Name: | GGNSC Clinical Services LLC | | |
| Street Address: | 1000 Fianna Way | | |
| City: | Fort Smith | | |
| State/Country: | ARKANSAS | | |
| Postal Code: | 72919 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| Name: | Beverly Enterprises, Inc. | | |
| Street Address: | 1000 Fianna Way | | |
| City: | Fort Smith | | |

CH \$2165.00 3238135

| | |
|----------------|-----------------------|
| State/Country: | ARKANSAS |
| Postal Code: | 72919 |
| Entity Type: | Corporation: DELAWARE |

PROPERTY NUMBERS Total: 86

| Property Type | Number | Word Mark |
|----------------------|---------|--|
| Registration Number: | 3238135 | AEDON |
| Registration Number: | 2948957 | AEDON HOMECARE |
| Registration Number: | 2952410 | AEDON STAFFING |
| Registration Number: | 3400118 | AEDON STAFFING |
| Registration Number: | 3400131 | AEGIS ACUTE REHAB |
| Registration Number: | 3400130 | AEGIS ACUTE REHAB |
| Registration Number: | 3558324 | AEGIS AT HOME |
| Registration Number: | 3558272 | AEGIS AT HOME |
| Registration Number: | 3049860 | AEGIS THERAPIES |
| Registration Number: | 3400129 | AEGIS THERAPIES |
| Registration Number: | 3400128 | AEGIS THERAPIES |
| Registration Number: | 3197422 | |
| Registration Number: | 3163545 | AFFIRMACARE |
| Registration Number: | 3184577 | ALZHEIMER'S CARE BY BEVERLY |
| Registration Number: | 3403609 | ALZHEIMER'S CARE BY BEVERLY |
| Registration Number: | 3407305 | ALZHEIMER'S CARE BY GOLDEN LIVING |
| Registration Number: | 3393508 | ASERA CARE HOME HEALTH |
| Registration Number: | 3455821 | ASERA CARE HOME HEALTH |
| Registration Number: | 3919660 | ASERA CARE HOME HEALTH |
| Registration Number: | 3393507 | ASERA CARE HOSPICE |
| Registration Number: | 3393511 | ASERA CARE HOSPICE |
| Registration Number: | 3184456 | ASERACARE |
| Registration Number: | 3022055 | ASERACARE |
| Registration Number: | 3428111 | BEACH BEVERLY ENTERPRISES AUTOMATED CLEA |
| Registration Number: | 3169671 | BEI |
| Registration Number: | 3407313 | BEI |
| Registration Number: | 3184503 | BEVERLY CATERING & EVENTS |
| Registration Number: | 2570330 | BEVERLY ENTERPRISES |
| Registration Number: | 3410709 | BEVERLY HEALTHCARE |
| Registration Number: | 3396503 | BEVERLY LIVING CENTERS |
| Registration Number: | 3403611 | BEVERLY LIVING CENTERS |
| Registration Number: | 3396501 | BEVERLY LIVING COMMUNITIES |
| Registration Number: | 3403610 | BEVERLY LIVING COMMUNITIES |

| Property Type | Number | Word Mark |
|----------------------|---------|--------------------------------------|
| Registration Number: | 3410957 | CERELEAN |
| Registration Number: | 2734217 | CERES |
| Registration Number: | 3393510 | CERES PURCHASING SOLUTIONS |
| Registration Number: | 3396497 | CERES PURCHASING SOLUTIONS |
| Registration Number: | 2748809 | CERES STRATEGIES |
| Registration Number: | 3396498 | |
| Registration Number: | 3184502 | |
| Registration Number: | 3151939 | |
| Registration Number: | 3022054 | |
| Registration Number: | 3220599 | |
| Registration Number: | 3393509 | |
| Registration Number: | 3030578 | |
| Registration Number: | 3437630 | |
| Registration Number: | 3169463 | |
| Registration Number: | 3407312 | |
| Registration Number: | 3396504 | |
| Registration Number: | 3398989 | |
| Registration Number: | 3399068 | ESPECIALLY YOURS CATERING AND EVENTS |
| Registration Number: | 3755933 | EXPERIENCE THE GOLDEN DIFFERENCE |
| Registration Number: | 3400124 | GOLDEN CLINICAL SERVICES |
| Registration Number: | 3877616 | GOLDEN GRADS |
| Registration Number: | 3478300 | GOLDEN INNOVATIONS |
| Registration Number: | 3459733 | GOLDEN LIVING |
| Registration Number: | 3784813 | GOLDEN LIVING |
| Registration Number: | 3407304 | GOLDEN LIVING CENTERS |
| Registration Number: | 3799530 | GOLDEN LIVING CENTERS |
| Registration Number: | 3416222 | GOLDEN LIVING COMMUNITIES |
| Registration Number: | 3866670 | GOLDEN LIVING COMMUNITIES |
| Registration Number: | 3784191 | GOLDEN REHAB |
| Registration Number: | 3784189 | GOLDEN REHAB |
| Registration Number: | 3877466 | GOLDEN REHAB SUITES |
| Registration Number: | 3947450 | GOLDEN REHAB SUITES |
| Registration Number: | 3947448 | GOLDEN REHAB SUITES |
| Registration Number: | 3410956 | GOLDEN VENTURES |
| Registration Number: | 2010117 | H P C |
| Registration Number: | 3625387 | ORTHOPEDIC CENTER OF EXCELLENCE |
| Registration Number: | 3415032 | REHABPERSPECTIVES |
| Registration Number: | 3755865 | THE GOLDEN DIFFERENCE |

| Property Type | Number | Word Mark |
|----------------------|----------|--|
| Registration Number: | 3464563 | VIZIA DESIGN |
| Registration Number: | 3410958 | VIZIA DESIGN |
| Registration Number: | 3163419 | VIZIA HEALTHCARE DESIGN GROUP |
| Registration Number: | 3163428 | VIZIA HEALTHCARE DESIGN GROUP |
| Registration Number: | 3791007 | WINGS FOR LOVE |
| Serial Number: | 77719960 | AEGIS ON WHEELS |
| Serial Number: | 77719843 | AEGIS THERAPIES ON WHEELS |
| Serial Number: | 77637733 | |
| Serial Number: | 77814768 | ENERG BY AEGIS |
| Serial Number: | 77814766 | ENERG BY AEGIS THERAPIES |
| Serial Number: | 85139790 | GOLDEN CLINICAL RX SERVICES |
| Serial Number: | 85154670 | GOLDEN HOSPITALITY |
| Serial Number: | 77871558 | GOLDEN LIVING PASSPORT |
| Serial Number: | 77845337 | S.T.E.P.S. |
| Serial Number: | 77845360 | STANDING TALL EDUCATION PROGRAM AND SERV |

CORRESPONDENCE DATA

Fax Number: 2123037064

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: 212.318.6824

Email: christinedionne@paulhastings.com

Correspondent Name: Christine Dionne c/o Paul Hastings, LLP

Address Line 1: 200 Park Avenue, 28th Floor

Address Line 4: New York, NEW YORK 10166

| | |
|-------------------------|--------------------|
| ATTORNEY DOCKET NUMBER: | 78672.00001 |
| NAME OF SUBMITTER: | Christine Dionne |
| SIGNATURE: | /Christine Dionne/ |
| DATE SIGNED: | 04/28/2017 |

Total Attachments: 6

source=Golden Living - Trademark Release#page1.tif

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release"), dated as of April 28, 2017 (the "Effective Date"), is made by CITIBANK, N.A., in its capacity as Administrative Agent (the "Agent"), in favor of the grantor party identified on the signature page hereto (the "Grantor").

WHEREAS, pursuant to that certain Security Agreement, dated as of May 4, 2011, by and among the Agent, the Grantor and certain other parties thereto (as amended, amended and restated, or otherwise modified from time to time, the "Security Agreement"), the Grantor granted to the Agent, in its capacity as Agent, a security interest in and to certain collateral;

WHEREAS, pursuant to the Security Agreement, the Grantor executed and delivered a Trademark Security Agreement, dated as of May 4, 2011 (the "Trademark Security Agreement"), for recordal with the United States Patent and Trademark Office;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on May 5, 2011 at Reel/Frame 004534/0601;

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

1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Security Agreement or the Trademark Security Agreement, as applicable.
2. Release. The Agent, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels all of its security interest in and to the Trademark Collateral, including the trademark registrations and applications set forth Schedule I attached hereto, arising under the Security Agreement and the Trademark Security Agreement. If and to the extent that the Agent has acquired any right, title or interest in and to the Trademark Collateral under the Trademark Security Agreement, the Agent, without representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns such right, title or interest to the Grantor.
3. Termination. The Agent, without representation or warranty of any kind, terminates and cancels the Trademark Security Agreement.
4. Further Assurances. The Agent agrees to take all further actions, and provide to the Grantor and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantor, at the Grantor's sole cost and expense, to more fully and effectively effectuate the purposes of this Release.
5. Governing Law. This Release shall be governed exclusively under the laws of the State of New York, without regard to conflicts of law or choice of law principles.

IN WITNESS WHEREOF, the Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

CITIBANK, N.A., acting in its capacity as agent
for the Lenders

By: 

Name: Michael Tortora


Title: Director

[Signature Page to Trademark Release]

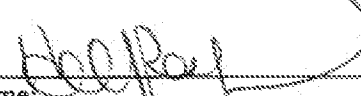
TRADEMARK
REEL: 006047 FRAME: 0889

GRANTORS:

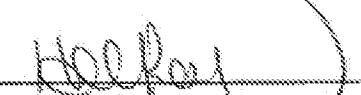
GGNSC ADMINISTRATIVE SERVICES LLC

By: 
Name: _____
Title: HOLLY RASMUSSEN-JONES
SECRETARY


GOLDEN GATE ANCILLARY LLC

By: 
Name: _____
Title: HOLLY RASMUSSEN-JONES
SECRETARY


GOLDEN GATE NATIONAL SENIOR CARE LLC

By: 
Name: _____
Title: HOLLY RASMUSSEN-JONES
SECRETARY

GGNSC CLINICAL SERVICES LLC

By: 
Name: _____
Title: HOLLY RASMUSSEN-JONES
SECRETARY

BEVERLY ENTERPRISES, INC.

By: 
Name: _____
Title: HOLLY RASMUSSEN-JONES
SECRETARY

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

| Owner | Trademark | Serial Number | Registration Number |
|--------------------------------------|---|----------------------|----------------------------|
| Golden Gate Ancillary LLC | AEDON | 78/598163 | 3238135 |
| Golden Gate Ancillary LLC | AEDON HOMECARE | 76/450639 | 2948957 |
| Golden Gate Ancillary LLC | AEDON STAFFING | 76/447743 | 2952410 |
| Golden Gate Ancillary LLC | AEDON STAFFING | 78/956190 | 3400118 |
| Golden Gate Ancillary LLC | AEGIS ACUTE REHAB | 78/957758 | 3400131 |
| Golden Gate Ancillary LLC | AEGIS ACUTE REHAB | 78/957755 | 3400130 |
| Golden Gate Ancillary LLC | AEGIS AT HOME | 77/205323 | 3558324 |
| Golden Gate Ancillary LLC | AEGIS AT HOME | 77/170634 | 3558272 |
| Golden Gate National Senior Care LLC | AEGIS ON WHEELS | 77/719960 | |
| Golden Gate Ancillary LLC | AEGIS THERAPIES | 78/520300 | 3049860 |
| Golden Gate Ancillary LLC | AEGIS THERAPIES | 78/957744 | 3400129 |
| Golden Gate Ancillary LLC | AEGIS THERAPIES | 78/957720 | 3400128 |
| Golden Gate National Senior Care LLC | AEGIS THERAPIES ON WHEELS | 77/719843 | |
| Beverly Enterprises, Inc. | AFFIRMACARE | 78/513785 | 3197422 |
| Beverly Enterprises, Inc. | AFFIRMACARE | 78/428662 | 3163545 |
| Beverly Enterprises, Inc. | ALZHEIMER'S CARE BY BEVERLY | 78/513023 | 3184577 |
| Beverly Enterprises, Inc. | ALZHEIMER'S CARE BY BEVERLY | 78/959754 | 3403609 |
| Golden Gate National Senior Care LLC | ALZHEIMER'S CARE BY GOLDEN LIVING | 78/956944 | 3407305 |
| Golden Gate Ancillary LLC | ASERA CARE HOME HEALTH | 78/957788 | 3393508 |
| Golden Gate Ancillary LLC | ASERA CARE HOME HEALTH | 78/958939 | 3455821 |
| Golden Gate Ancillary LLC | ASERA CARE HOME HEALTH | 85/075688 | 3919660 |
| Golden Gate Ancillary LLC | ASERA CARE HOSPICE | 78/957767 | 3393507 |
| Golden Gate Ancillary LLC | ASERA CARE HOSPICE | 78/957833 | 3393511 |
| Golden Gate Ancillary LLC | ASERACARE | 78/411223 | 3184456 |
| Golden Gate Ancillary LLC | ASERACARE | 78/411165 | 3022055 |
| Beverly Enterprises, Inc. | BEACH BEVERLY ENTERPRISES AUTOMATED CLEARINGHOUSE | 78/549702 | 3428111 |
| Beverly Enterprises, Inc. | BEI | 78/514074 | 3169671 |
| Beverly Enterprises, Inc. | BEI | 78/959824 | 3407313 |
| Beverly Enterprises, Inc. | BEVERLY CATERING & EVENTS | 78/461698 | 3184503 |
| Beverly Enterprises, Inc. | BEVERLY | 75/439935 | 2570330 |

| | | | |
|--------------------------------------|--------------------|-----------|---------|
| | ENTERPRISES | | |
| Beverly Enterprises, Inc. | BEVERLY | 78/825676 | 3410709 |
| | HEALTHCARE | | |
| Beverly Enterprises, Inc. | BEVERLY LIVING | 78/959769 | 3396503 |
| | CENTERS | | |
| Beverly Enterprises, Inc. | BEVERLY LIVING | 78/959766 | 3403611 |
| | CENTERS | | |
| Beverly Enterprises, Inc. | BEVERLY LIVING | 78/959762 | 3396501 |
| | COMMUNITIES | | |
| Beverly Enterprises, Inc. | BEVERLY LIVING | 78/959759 | 3403610 |
| | COMMUNITIES | | |
| Golden Gate Ancillary LLC | CERELEAN | 78/956187 | 3410957 |
| Golden Gate Ancillary LLC | CERES | 76/395410 | 2734217 |
| Golden Gate Ancillary LLC | CERES PURCHASING | 78/957826 | 3393510 |
| | SOLUTIONS | | |
| Golden Gate Ancillary LLC | CERES PURCHASING | 78/957835 | 3396497 |
| | SOLUTIONS | | |
| Golden Gate Ancillary LLC | CERES STRATEGIES | 78/098386 | 2748809 |
| Golden Gate Ancillary LLC | DESIGN - ABSTRACT | 78/957844 | 3396498 |
| | CIRCULAR DESIGN | | |
| Beverly Enterprises, Inc. | DESIGN - ABSTRACT | 78/461683 | 3184502 |
| | FIGURE OF CHEF | | |
| Golden Gate Ancillary LLC | DESIGN - ABSTRACT | 78/512470 | 3151939 |
| | FIGURE OF MAN ON | | |
| | PATH WITH ARMS | | |
| | RAISED | | |
| Golden Gate Ancillary LLC | DESIGN - ABSTRACT | 78/411163 | 3022054 |
| | FIGURE REACHING | | |
| | AROUND A HEART | | |
| Beverly Enterprises, Inc. | DESIGN - ABSTRACT | 78/513017 | 3220599 |
| | HEART | | |
| Golden Gate Ancillary LLC | DESIGN - ABSTRACT | 78/957792 | 3393509 |
| | MAN DANCING WITH | | |
| | RIBBON | | |
| Beverly Enterprises, Inc. | DESIGN - ABSTRACT | 78/411221 | 3030578 |
| | TREE | | |
| Beverly Enterprises, Inc. | DESIGN - ABSTRACT | 78/513594 | 3437630 |
| | TREE WITH CIRCLE | | |
| Golden Gate Ancillary LLC | DESIGN - BLACK AND | 78/411326 | 3169463 |
| | GRAY ABSTRACT | | |
| | INTERLOCKING ARCS | | |
| Beverly Enterprises, Inc. | DESIGN - FIVE LEAF | 78/959799 | 3407312 |
| | BRANCH | | |
| Beverly Enterprises, Inc. | DESIGN - FOUR | 78/959776 | 3396504 |
| | GEOMETRIC SHAPES | | |
| | REPRESENTING A | | |
| | MAN AND A RIBBON | | |
| Golden Gate Ancillary LLC | DESIGN - HALF | 77/007939 | 3398989 |
| | GOLDEN CIRCLE ON | | |
| | LEFT AND HALF | | |
| | GOLDEN CIRCLE ON | | |
| | RIGHT, NOT JOINED | | |
| Golden Gate National Senior Care LLC | DESIGN - TWO | 77/637733 | |
| | BUTTERFLIES | | |
| Golden Gate Ancillary LLC | ENERGY BY AEGIS | 77/814768 | |
| Golden Gate Ancillary LLC | ENERGY BY AEGIS | 77/814766 | |

| | | | |
|--------------------------------------|---|-----------|---------|
| Golden Gate Ancillary LLC | THERAPIES ESPECIALLY YOURS CATERING AND EVENTS | 77/044637 | 3399068 |
| Golden Gate National Senior Care LLC | EXPERIENCE THE GOLDEN DIFFERENCE | 77/656730 | 3755933 |
| Golden Gate National Senior Care LLC | GOLDEN CLINICAL RX SERVICES | 85/139790 | |
| Golden Gate National Senior Care LLC | GOLDEN CLINICAL SERVICES | 78/956842 | 3400124 |
| Golden Gate National Senior Care LLC | GOLDEN GRADS | 77/713197 | 3877616 |
| GGNSC Clinical Services LLC | GOLDEN HOSPITALITY | 85/154670 | |
| Golden Gate National Senior Care LLC | GOLDEN INNOVATIONS | 78/956186 | 3478300 |
| Golden Gate National Senior Care LLC | GOLDEN LIVING | 78/955680 | 3459733 |
| Golden Gate National Senior Care LLC | GOLDEN LIVING | 77/887419 | 3784813 |
| Golden Gate National Senior Care LLC | GOLDEN LIVING CENTERS | 78/956839 | 3407304 |
| Golden Gate National Senior Care LLC | GOLDEN LIVING CENTERS | 77/887411 | 3799530 |
| Golden Gate National Senior Care LLC | GOLDEN LIVING COMMUNITIES | 78/956836 | 3416222 |
| Golden Gate National Senior Care LLC | GOLDEN LIVING COMMUNITIES | 77/887424 | 3866670 |
| Golden Gate National Senior Care LLC | GOLDEN LIVING PASSPORT | 77/871558 | |
| Golden Gate National Senior Care LLC | GOLDEN REHAB | 77/829729 | 3784191 |
| Golden Gate National Senior Care LLC | GOLDEN REHAB | 77/829715 | 3784189 |
| Golden Gate National Senior Care LLC | GOLDEN REHAB SUITES | 77/626780 | 3877466 |
| Golden Gate National Senior Care LLC | GOLDEN REHAB SUITES | 85/108257 | 3947450 |
| Golden Gate National Senior Care LLC | GOLDEN REHAB SUITES | 85/108246 | 3947448 |
| GGNSC Administrative Services LLC | GOLDEN VENTURES | 78/955683 | 3410956 |
| Beverly Enterprises, Inc. | H P C | 75/016097 | 2010117 |
| Golden Gate Ancillary LLC | ORTHOPEDIC CENTER OF EXCELLENCE | 77/389650 | 3625387 |
| GGNSC Administrative Services LLC | REHABPERSPECTIVES | 77/022236 | 3415032 |
| Golden Gate Ancillary LLC | S.T.E.P.S. | 77/845337 | |
| Golden Gate Ancillary LLC | STANDING TALL EDUCATION PROGRAM AND SERVICES | 77/845360 | |
| Golden Gate National Senior Care LLC | THE GOLDEN DIFFERENCE | 77/626806 | 3755865 |
| Golden Gate Ancillary LLC | VIZIA DESIGN | 78/957841 | 3464563 |
| Golden Gate Ancillary LLC | VIZIA DESIGN | 78/957847 | 3410958 |
| Golden Gate Ancillary LLC | VISIA HEALTHCARE DESIGN GROUP | 78/339213 | 3163419 |
| Golden Gate Ancillary LLC | VISIA HEALTHCARE DESIGN GROUP | 78/343521 | 3163428 |
| Golden Gate National Senior Care LLC | WINGS FOR LOVE | 77/629417 | 3791007 |

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

| | |
|------------------------------|-------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|--------------------------------------|----------|----------------|-------------------------------------|
| GGNSC Administrative Services LLC | | 05/04/2011 | LIMITED LIABILITY COMPANY: DELAWARE |
| Golden Gate Ancillary LLC | | 05/04/2011 | LIMITED LIABILITY COMPANY: DELAWARE |
| Golden Gate National Senior Care LLC | | 05/04/2011 | LIMITED LIABILITY COMPANY: DELAWARE |
| GGNSC Clinical Services LLC | | 05/04/2011 | LIMITED LIABILITY COMPANY: DELAWARE |
| Beverly Enterprises, Inc. | | 05/04/2011 | CORPORATION: DELAWARE |

RECEIVING PARTY DATA

| | |
|------------------------|---|
| Name: | Citibank, N.A., as Administrative Agent |
| Street Address: | 388 Greenwich Street |
| City: | New York |
| State/Country: | NEW YORK |
| Postal Code: | 10013 |
| Entity Type: | CORPORATION: DELAWARE |

PROPERTY NUMBERS Total: 87

| Property Type | Number | Word Mark |
|----------------------|---------|-------------------------|
| Registration Number: | 3761667 | 360 HEALTHCARE STAFFING |
| Registration Number: | 3238135 | AEDON |
| Registration Number: | 2948957 | AEDON HOMECARE |
| Registration Number: | 2952410 | AEDON STAFFING |
| Registration Number: | 3400118 | AEDON STAFFING |
| Registration Number: | 3400131 | AEGIS ACUTE REHAB |
| Registration Number: | 3400130 | AEGIS ACUTE REHAB |
| Registration Number: | 3558324 | AEGIS AT HOME |

900191070

**TRADEMARK
 REEL: 004534 FRAME: 0601**

OP \$2190.00 3761667

| | | |
|----------------------|----------|---|
| Registration Number: | 3558272 | AEGIS AT HOME |
| Serial Number: | 77719960 | AEGIS ON WHEELS |
| Registration Number: | 3049860 | AEGIS THERAPIES |
| Registration Number: | 3400129 | AEGIS THERAPIES |
| Registration Number: | 3400128 | AEGIS THERAPIES |
| Serial Number: | 77719843 | AEGIS THERAPIES ON WHEELS |
| Registration Number: | 3197422 | |
| Registration Number: | 3163545 | AFFIRMACARE |
| Registration Number: | 3184577 | ALZHEIMER'S CARE BY BEVERLY |
| Registration Number: | 3403609 | ALZHEIMER'S CARE BY BEVERLY |
| Registration Number: | 3407305 | ALZHEIMER'S CARE BY GOLDEN LIVING |
| Registration Number: | 3393508 | ASERA CARE HOME HEALTH |
| Registration Number: | 3455821 | ASERA CARE HOME HEALTH |
| Registration Number: | 3919660 | ASERA CARE HOME HEALTH |
| Registration Number: | 3393507 | ASERA CARE HOSPICE |
| Registration Number: | 3393511 | ASERA CARE HOSPICE |
| Registration Number: | 3184456 | ASERACARE |
| Registration Number: | 3022055 | ASERACARE |
| Registration Number: | 3428111 | BEACH BEVERLY ENTERPRISES AUTOMATED CLEARINGHOUSE |
| Registration Number: | 3169671 | BEI |
| Registration Number: | 3407313 | BEI |
| Registration Number: | 3184503 | BEVERLY CATERING & EVENTS |
| Registration Number: | 2570330 | BEVERLY ENTERPRISES |
| Registration Number: | 3410709 | BEVERLY HEALTHCARE |
| Registration Number: | 3396503 | BEVERLY LIVING CENTERS |
| Registration Number: | 3403611 | BEVERLY LIVING CENTERS |
| Registration Number: | 3396501 | BEVERLY LIVING COMMUNITIES |
| Registration Number: | 3403610 | BEVERLY LIVING COMMUNITIES |
| Registration Number: | 3410957 | CERELEAN |
| Registration Number: | 2734217 | CERES |
| Registration Number: | 3393510 | CERES PURCHASING SOLUTIONS |
| Registration Number: | 3396497 | CERES PURCHASING SOLUTIONS |
| Registration Number: | 2748809 | CERES STRATEGIES |
| Registration Number: | 3396498 | |

| | | |
|----------------------|----------|--------------------------------------|
| Registration Number: | 3184502 | |
| Registration Number: | 3151939 | |
| Registration Number: | 3022054 | |
| Registration Number: | 3220599 | |
| Registration Number: | 3393509 | |
| Registration Number: | 3030578 | |
| Registration Number: | 3437630 | |
| Registration Number: | 3169463 | |
| Registration Number: | 3407312 | |
| Registration Number: | 3396504 | |
| Registration Number: | 3398989 | |
| Serial Number: | 77637733 | |
| Serial Number: | 77814768 | ENERG BY AEGIS |
| Serial Number: | 77814766 | ENERG BY AEGIS THERAPIES |
| Registration Number: | 3399068 | ESPECIALLY YOURS CATERING AND EVENTS |
| Registration Number: | 3755933 | EXPERIENCE THE GOLDEN DIFFERENCE |
| Serial Number: | 85139790 | GOLDEN CLINICAL RX SERVICES |
| Registration Number: | 3400124 | GOLDEN CLINICAL SERVICES |
| Registration Number: | 3877616 | GOLDEN GRADS |
| Serial Number: | 85154670 | GOLDEN HOSPITALITY |
| Registration Number: | 3478300 | GOLDEN INNOVATIONS |
| Registration Number: | 3459733 | GOLDEN LIVING |
| Registration Number: | 3784813 | GOLDEN LIVING |
| Registration Number: | 3407304 | GOLDEN LIVING CENTERS |
| Registration Number: | 3799530 | GOLDEN LIVING CENTERS |
| Registration Number: | 3416222 | GOLDEN LIVING COMMUNITIES |
| Registration Number: | 3866670 | GOLDEN LIVING COMMUNITIES |
| Serial Number: | 77871558 | GOLDEN LIVING PASSPORT |
| Registration Number: | 3784191 | GOLDEN REHAB |
| Registration Number: | 3784189 | GOLDEN REHAB |
| Registration Number: | 3877466 | GOLDEN REHAB SUITES |
| Registration Number: | 3947450 | GOLDEN REHAB SUITES |
| Registration Number: | 3947448 | GOLDEN REHAB SUITES |
| Registration Number: | 3410956 | GOLDEN VENTURES |
| Registration Number: | 2010117 | H P C |

| | | |
|----------------------|----------|--|
| | 3625387 | ORTHOPEDIC CENTER OF EXCELLENCE |
| Registration Number: | 3415032 | REHABPERSPECTIVES |
| Serial Number: | 77845337 | S.T.E.P.S. |
| Serial Number: | 77845360 | STANDING TALL EDUCATION PROGRAM AND SERVICES |
| Registration Number: | 3755865 | THE GOLDEN DIFFERENCE |
| Registration Number: | 3464563 | VIZIA DESIGN |
| Registration Number: | 3410958 | VIZIA DESIGN |
| Registration Number: | 3163419 | VIZIA HEALTHCARE DESIGN GROUP |
| Registration Number: | 3163428 | VIZIA HEALTHCARE DESIGN GROUP |
| Registration Number: | 3791007 | WINGS FOR LOVE |

CORRESPONDENCE DATA

Fax Number: (212)656-1342
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-701-3345
Email: david.adams@thomsonreuters.com
Correspondent Name: James P. Murphy, Legal Assistant
Address Line 1: 80 Pine Street
Address Line 2: Cahill Gordon & Reindel LLP
Address Line 4: New York, NEW YORK 10005

| | |
|--------------------|------------------------------|
| NAME OF SUBMITTER: | David Adams |
| Signature: | /david adams thomsonreuters/ |
| Date: | 05/05/2011 |

Total Attachments: 7
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EXECUTION VERSION

Trademark Security Agreement

Trademark Security Agreement, dated as of May 4, 2011, by GGNSC Administrative Services LLC, Golden Gate Ancillary LLC, Golden Gate National Senior Care LLC, GGNSC Clinical Services LLC, and Beverly Enterprises, Inc., (individually, a “Pledgor”, and, collectively, the “Pledgors”), in favor of CITIBANK, N.A., in its capacity as administrative agent pursuant to the Credit Agreement (in such capacity, the “Administrative Agent”).

WITNESSETH:

WHEREAS, the Pledgors are party to a Security Agreement, dated as of May 4, 2011 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in favor of the Administrative Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgors hereby agree with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor:

- (a) Trademarks of such Pledgor listed on Schedule I¹ attached hereto;

¹ Should include same Trademarks listed on Schedule 11(a) of the Perfection Certificate.

(b) all Goodwill associated with such Trademarks; and

(c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and Pledgors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Administrative Agent shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations and termination of the Security Agreement, the Administrative Agent shall execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

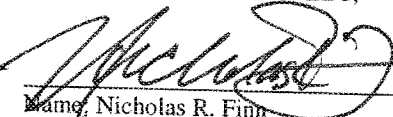
SECTION 6. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[signature page follows]

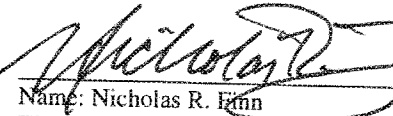
IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,


GGNSC Administrative Services LLC,

By: 
Name: Nicholas R. Finn
Title: Vice President

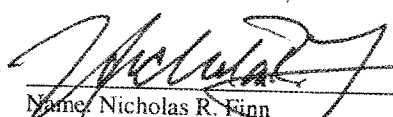
Golden Gate Ancillary LLC,

By: 
Name: Nicholas R. Finn
Title: Vice President

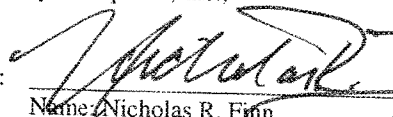
Golden Gate National Senior Care LLC,

By: 
Name: Nicholas R. Finn
Title: Vice President

GGNSC Clinical Services LLC,

By: 
Name: Nicholas R. Finn
Title: Vice President

Beverly Enterprises, Inc.,

By: 
Name: Nicholas R. Finn
Title: Vice President

Accepted and Agreed:

CITIBANK, N.A.,
as Administrative Agent

By: 
Name: Dina Garthwaite
Title: Vice President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

| Owner | Trademark | Serial Number | Registration Number |
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| Golden Gate Ancillary LLC | AEDON STAFFING | 76/447743 | 2952410 |
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| Golden Gate Ancillary LLC | AEGIS ACUTE REHAB | 78/957755 | 3400130 |
| Golden Gate Ancillary LLC | AEGIS AT HOME | 77/205323 | 3558324 |
| Golden Gate Ancillary LLC | AEGIS AT HOME | 77/170634 | 3558272 |
| Golden Gate National Senior Care LLC | AEGIS ON WHEELS | 77/719960 | |
| Golden Gate Ancillary LLC | AEGIS THERAPIES | 78/520300 | 3049860 |
| Golden Gate Ancillary LLC | AEGIS THERAPIES | 78/957744 | 3400129 |
| Golden Gate Ancillary LLC | AEGIS THERAPIES | 78/957720 | 3400128 |
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| Beverly Enterprises, Inc. | AFFIRMACARE | 78/428662 | 3163545 |
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| Beverly Enterprises, Inc. | ALZHEIMER'S CARE BY BEVERLY | 78/959754 | 3403609 |
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| Golden Gate Ancillary LLC | ASERA CARE HOSPICE | 78/957833 | 3393511 |
| Golden Gate Ancillary LLC | ASERACARE | 78/411223 | 3184456 |
| Golden Gate Ancillary LLC | ASERACARE | 78/411165 | 3022055 |
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| Beverly Enterprises, Inc. | BEI | 78/514074 | 3169671 |
| Beverly Enterprises, Inc. | BEI | 78/959824 | 3407313 |
| Beverly Enterprises, Inc. | BEVERLY CATERING & EVENTS | 78/461698 | 3184503 |
| Beverly Enterprises, Inc. | BEVERLY | 75/439935 | 2570330 |

| | | | |
|--------------------------------------|--------------------|-----------|---------|
| | ENTERPRISES | | |
| Beverly Enterprises, Inc. | BEVERLY | 78/825676 | 3410709 |
| | HEALTHCARE | | |
| Beverly Enterprises, Inc. | BEVERLY LIVING | 78/959769 | 3396503 |
| | CENTERS | | |
| Beverly Enterprises, Inc. | BEVERLY LIVING | 78/959766 | 3403611 |
| | CENTERS | | |
| Beverly Enterprises, Inc. | BEVERLY LIVING | 78/959762 | 3396501 |
| | COMMUNITIES | | |
| Beverly Enterprises, Inc. | BEVERLY LIVING | 78/959759 | 3403610 |
| | COMMUNITIES | | |
| Golden Gate Ancillary LLC | CERELEAN | 78/956187 | 3410957 |
| Golden Gate Ancillary LLC | CERES | 76/395410 | 2734217 |
| Golden Gate Ancillary LLC | CERES PURCHASING | 78/957826 | 3393510 |
| | SOLUTIONS | | |
| Golden Gate Ancillary LLC | CERES PURCHASING | 78/957835 | 3396497 |
| | SOLUTIONS | | |
| Golden Gate Ancillary LLC | CERES STRATEGIES | 78/098386 | 2748809 |
| Golden Gate Ancillary LLC | DESIGN - ABSTRACT | 78/957844 | 3396498 |
| | CIRCULAR DESIGN | | |
| Beverly Enterprises, Inc. | DESIGN - ABSTRACT | 78/461683 | 3184502 |
| | FIGURE OF CHEF | | |
| Golden Gate Ancillary LLC | DESIGN - ABSTRACT | 78/512470 | 3151939 |
| | FIGURE OF MAN ON | | |
| | PATH WITH ARMS | | |
| | RAISED | | |
| Golden Gate Ancillary LLC | DESIGN - ABSTRACT | 78/411163 | 3022054 |
| | FIGURE REACHING | | |
| | AROUND A HEART | | |
| Beverly Enterprises, Inc. | DESIGN - ABSTRACT | 78/513017 | 3220599 |
| | HEART | | |
| Golden Gate Ancillary LLC | DESIGN - ABSTRACT | 78/957792 | 3393509 |
| | MAN DANCING WITH | | |
| | RIBBON | | |
| Beverly Enterprises, Inc. | DESIGN - ABSTRACT | 78/411221 | 3030578 |
| | TREE | | |
| Beverly Enterprises, Inc. | DESIGN - ABSTRACT | 78/513594 | 3437630 |
| | TREE WITH CIRCLE | | |
| Golden Gate Ancillary LLC | DESIGN - BLACK AND | 78/411326 | 3169463 |
| | GRAY ABSTRACT | | |
| | INTERLOCKING ARCS | | |
| Beverly Enterprises, Inc. | DESIGN - FIVE LEAF | 78/959799 | 3407312 |
| | BRANCH | | |
| Beverly Enterprises, Inc. | DESIGN - FOUR | 78/959776 | 3396504 |
| | GEOMETRIC SHAPES | | |
| | REPRESENTING A | | |
| | MAN AND A RIBBON | | |
| Golden Gate Ancillary LLC | DESIGN - HALF | 77/007939 | 3398989 |
| | GOLDEN CIRCLE ON | | |
| | LEFT AND HALF | | |
| | GOLDEN CIRCLE ON | | |
| | RIGHT, NOT JOINED | | |
| Golden Gate National Senior Care LLC | DESIGN - TWO | 77/637733 | |
| | BUTTERFLIES | | |
| Golden Gate Ancillary LLC | ENERGY BY AEGIS | 77/814768 | |
| Golden Gate Ancillary LLC | ENERGY BY AEGIS | 77/814766 | |

| | | | |
|--------------------------------------|---|-----------|---------|
| Golden Gate Ancillary LLC | THERAPIES ESPECIALLY YOURS CATERING AND EVENTS | 77/044637 | 3399068 |
| Golden Gate National Senior Care LLC | EXPERIENCE THE GOLDEN DIFFERENCE | 77/656730 | 3755933 |
| Golden Gate National Senior Care LLC | GOLDEN CLINICAL RX SERVICES | 85/139790 | |
| Golden Gate National Senior Care LLC | GOLDEN CLINICAL SERVICES | 78/956842 | 3400124 |
| Golden Gate National Senior Care LLC | GOLDEN GRADS | 77/713197 | 3877616 |
| GGNSC Clinical Services LLC | GOLDEN HOSPITALITY | 85/154670 | |
| Golden Gate National Senior Care LLC | GOLDEN INNOVATIONS | 78/956186 | 3478300 |
| Golden Gate National Senior Care LLC | GOLDEN LIVING | 78/955680 | 3459733 |
| Golden Gate National Senior Care LLC | GOLDEN LIVING | 77/887419 | 3784813 |
| Golden Gate National Senior Care LLC | GOLDEN LIVING CENTERS | 78/956839 | 3407304 |
| Golden Gate National Senior Care LLC | GOLDEN LIVING CENTERS | 77/887411 | 3799530 |
| Golden Gate National Senior Care LLC | GOLDEN LIVING COMMUNITIES | 78/956836 | 3416222 |
| Golden Gate National Senior Care LLC | GOLDEN LIVING COMMUNITIES | 77/887424 | 3866670 |
| Golden Gate National Senior Care LLC | GOLDEN LIVING PASSPORT | 77/871558 | |
| Golden Gate National Senior Care LLC | GOLDEN REHAB | 77/829729 | 3784191 |
| Golden Gate National Senior Care LLC | GOLDEN REHAB | 77/829715 | 3784189 |
| Golden Gate National Senior Care LLC | GOLDEN REHAB SUITES | 77/626780 | 3877466 |
| Golden Gate National Senior Care LLC | GOLDEN REHAB SUITES | 85/108257 | 3947450 |
| Golden Gate National Senior Care LLC | GOLDEN REHAB SUITES | 85/108246 | 3947448 |
| GGNSC Administrative Services LLC | GOLDEN VENTURES | 78/955683 | 3410956 |
| Beverly Enterprises, Inc. | H P C | 75/016097 | 2010117 |
| Golden Gate Ancillary LLC | ORTHOPEDIC CENTER OF EXCELLENCE | 77/389650 | 3625387 |
| GGNSC Administrative Services LLC | REHABPERSPECTIVES | 77/022236 | 3415032 |
| Golden Gate Ancillary LLC | S.T.E.P.S. | 77/845337 | |
| Golden Gate Ancillary LLC | STANDING TALL EDUCATION PROGRAM AND SERVICES | 77/845360 | |
| Golden Gate National Senior Care LLC | THE GOLDEN DIFFERENCE | 77/626806 | 3755865 |
| Golden Gate Ancillary LLC | VIZIA DESIGN | 78/957841 | 3464563 |
| Golden Gate Ancillary LLC | VIZIA DESIGN | 78/957847 | 3410958 |
| Golden Gate Ancillary LLC | VISIA HEALTHCARE DESIGN GROUP | 78/339213 | 3163419 |
| Golden Gate Ancillary LLC | VISIA HEALTHCARE DESIGN GROUP | 78/343521 | 3163428 |
| Golden Gate National Senior Care LLC | WINGS FOR LOVE | 77/629417 | 3791007 |

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

| | | | |
|-----------------------------------|-------------------------------------|--|--------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | RELEASE BY SECURED PARTY | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Royal Bank of Canada, as Agent | | 05/03/2011 | Bank: CANADA |
| RECEIVING PARTY DATA | | | |
| Name: | Citibank, N.A., as Collateral Agent | | |
| Street Address: | 2 Penns Way, Suite 100 | | |
| City: | New Castle | | |
| State/Country: | DELAWARE | | |
| Postal Code: | 19720 | | |
| Entity Type: | CORPORATION: DELAWARE | | |
| PROPERTY NUMBERS Total: 88 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3761667 | 360 HEALTHCARE STAFFING | |
| Registration Number: | 3238135 | AEDON | |
| Registration Number: | 2948957 | AEDON HOMECARE | |
| Registration Number: | 2952410 | AEDON STAFFING | |
| Registration Number: | 3400118 | AEDON STAFFING | |
| Registration Number: | 3400131 | AEGIS ACUTE REHAB | |
| Registration Number: | 3400130 | AEGIS ACUTE REHAB | |
| Registration Number: | 3558324 | AEGIS AT HOME | |
| Registration Number: | 3558272 | AEGIS AT HOME | |
| Serial Number: | 77719960 | AEGIS ON WHEELS | |
| Registration Number: | 2916563 | AEGIS THERAPIES STRENGTH IN REHABILITATION | |
| Registration Number: | 3049860 | AEGIS THERAPIES | |
| Registration Number: | 3400129 | AEGIS THERAPIES | |
| Registration Number: | 3400128 | AEGIS THERAPIES | |

OP \$2215.00 3761667

900190970

**TRADEMARK
 REEL: 004533 FRAME: 0671**

| | | |
|----------------------|----------|---|
| Serial Number: | 77719843 | AEGIS THERAPIES ON WHEELS |
| Registration Number: | 3197422 | |
| Registration Number: | 3163545 | AFFIRMACARE |
| Registration Number: | 3184577 | ALZHEIMER'S CARE BY BEVERLY |
| Registration Number: | 3403609 | ALZHEIMER'S CARE BY BEVERLY |
| Registration Number: | 3407305 | ALZHEIMER'S CARE BY GOLDEN LIVING |
| Registration Number: | 3393508 | ASERA CARE HOME HEALTH |
| Registration Number: | 3455821 | ASERA CARE HOME HEALTH |
| Registration Number: | 3919660 | ASERA CARE HOME HEALTH |
| Registration Number: | 3393507 | ASERA CARE HOSPICE |
| Registration Number: | 3393511 | ASERA CARE HOSPICE |
| Registration Number: | 3184456 | ASERACARE |
| Registration Number: | 3022055 | ASERACARE |
| Registration Number: | 3428111 | BEACH BEVERLY ENTERPRISES AUTOMATED CLEARINGHOUSE |
| Registration Number: | 3169671 | BEI |
| Registration Number: | 3407313 | BEI |
| Registration Number: | 3184503 | BEVERLY CATERING & EVENTS |
| Registration Number: | 2570330 | BEVERLY ENTERPRISES |
| Registration Number: | 3410709 | BEVERLY HEALTHCARE |
| Registration Number: | 3396503 | BEVERLY LIVING CENTERS |
| Registration Number: | 3403611 | BEVERLY LIVING CENTERS |
| Registration Number: | 3396501 | BEVERLY LIVING COMMUNITIES |
| Registration Number: | 3403610 | BEVERLY LIVING COMMUNITIES |
| Registration Number: | 3410957 | CERELEAN |
| Registration Number: | 2734217 | CERES |
| Registration Number: | 3393510 | CERES PURCHASING SOLUTIONS |
| Registration Number: | 3396497 | CERES PURCHASING SOLUTIONS |
| Registration Number: | 2748809 | CERES STRATEGIES |
| Registration Number: | 3396498 | |
| Registration Number: | 3184502 | |
| Registration Number: | 3151939 | |
| Registration Number: | 3022054 | |
| Registration Number: | 3220599 | |
| Registration Number: | 3393509 | |

| | | |
|----------------------|----------|--|
| Registration Number: | 3030578 | |
| Registration Number: | 3437630 | |
| Registration Number: | 3169463 | |
| Registration Number: | 3407312 | |
| Registration Number: | 3396504 | |
| Registration Number: | 3398989 | |
| Serial Number: | 77637733 | |
| Serial Number: | 77814768 | ENERG BY AEGIS |
| Serial Number: | 77814766 | ENERG BY AEGIS THERAPIES |
| Registration Number: | 3399068 | ESPECIALLY YOURS CATERING AND EVENTS |
| Registration Number: | 3755933 | EXPERIENCE THE GOLDEN DIFFERENCE |
| Serial Number: | 85139790 | GOLDEN CLINICAL RX SERVICES |
| Registration Number: | 3400124 | GOLDEN CLINICAL SERVICES |
| Registration Number: | 3877616 | GOLDEN GRADS |
| Serial Number: | 78955678 | GOLDEN HORIZONS |
| Serial Number: | 85154670 | GOLDEN HOSPITALITY |
| Registration Number: | 3478300 | GOLDEN INNOVATIONS |
| Registration Number: | 3459733 | GOLDEN LIVING |
| Registration Number: | 3784813 | GOLDEN LIVING |
| Registration Number: | 3407304 | GOLDEN LIVING CENTERS |
| Registration Number: | 3799530 | GOLDEN LIVING CENTERS |
| Registration Number: | 3416222 | GOLDEN LIVING COMMUNITIES |
| Registration Number: | 3866670 | GOLDEN LIVING COMMUNITIES |
| Serial Number: | 77871558 | GOLDEN LIVING PASSPORT |
| Registration Number: | 3784191 | GOLDEN REHAB |
| Registration Number: | 3784189 | GOLDEN REHAB |
| Registration Number: | 3877466 | GOLDEN REHAB SUITES |
| Registration Number: | 3947450 | GOLDEN REHAB SUITES |
| Registration Number: | 3947448 | GOLDEN REHAB SUITES |
| Registration Number: | 3410956 | GOLDEN VENTURES |
| Registration Number: | 3625387 | ORTHOPEDIC CENTER OF EXCELLENCE |
| Registration Number: | 3415032 | REHABPERSPECTIVES |
| Serial Number: | 77845337 | S.T.E.P.S. |
| Serial Number: | 77845360 | STANDING TALL EDUCATION PROGRAM AND SERVICES |
| Registration Number: | 3755865 | THE GOLDEN DIFFERENCE |

| | | |
|----------------------|---------|-------------------------------|
| | 3464563 | VIZIA DESIGN |
| Registration Number: | 3410958 | VIZIA DESIGN |
| Registration Number: | 3163419 | VIZIA HEALTHCARE DESIGN GROUP |
| Registration Number: | 3163428 | VIZIA HEALTHCARE DESIGN GROUP |
| Registration Number: | 3791007 | WINGS FOR LOVE |

CORRESPONDENCE DATA

Fax Number: (212)656-1342
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-701-3345
Email: david.adams@thomsonreuters.com
Correspondent Name: James P. Murphy, Legal Assistant
Address Line 1: 80 Pine Street
Address Line 2: Cahill Gordon & Reindel LLP
Address Line 4: New York, NEW YORK 10005

| | |
|--------------------|------------------------------|
| NAME OF SUBMITTER: | David Adams |
| Signature: | /david adams thomsonreuters/ |
| Date: | 05/04/2011 |

Total Attachments: 6
source=TM Release#page2.tif
source=TM Release#page3.tif
source=TM Release#page4.tif
source=TM Release#page5.tif
source=TM Release#page6.tif
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SCHEDULE V
TO TERMINATION AND
RELEASE AGREEMENT

RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release") is made as of May 3, 2011 and granted by Royal Bank of Canada, in its capacity as Collateral Agent (in such capacity, the "Agent") pursuant to the Guarantee and Collateral Agreement dated as of March 14, 2011 among Golden Gate National Senior Care LLC, a Delaware limited liability company, Golden Gate Ancillary LLC, a Delaware limited liability company, and GGNSC Administrative Services LLC, a Delaware limited liability company (together, the "Borrowers"), GGNSC Holdings LLC, a Delaware limited liability company ("Holdings"), the Subsidiaries of the Borrowers from time to time party thereto and the Royal Bank of Canada, as collateral agent for the Secured Parties (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") and the Trademark Security Agreement dated as of March 14, 2011, among GGNSC Administrative Services LLC, Golden Gate National Senior Care LLC and Golden Gate Ancillary LLC (each a "Pledgor" and together with the Borrower, the "Pledgors"), and the Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreements" and together with the Security Agreement, the "Security Agreements"), in favor of the Pledgors. Capitalized terms used but not otherwise defined herein have the meanings set forth in the Security Agreement.

WHEREAS, pursuant to the terms and conditions of the Security Agreements, the Pledgors granted to the Agent a continuing lien on and security interest in and to all of its right, title and interest in, to and under the Trademarks set forth on Schedule I hereto, all Goodwill associated with such Trademarks and all Proceeds of any and all of the foregoing (other than Excluded Property) (collectively, the "Trademark Collateral");

WHEREAS the Trademark Security Agreements have been recorded with the Assignment Division of the U.S. Patent and Trademark Office on March 31, 2011, at Reel 4512 and Frame 0552; on March 31, 2011, at Reel 4512 and Frame 0564; on September 2, 2009, at Reel 4056 and Frame 0349; on March 31, 2011 at Reel 4512 and Frame 0578; on August 24, 2006, at Reel 3376 and Frame 0803; on December 2, 2003, at Reel 2756 and Frame 0396; and on February 2, 2005, at Reel 3020 and Frame 0299;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby terminates, cancels, re-pledges, reassigns and releases to the Pledgors any and all goodwill, rights, title and interest it has against the Trademark Collateral, without warranty or recourse.

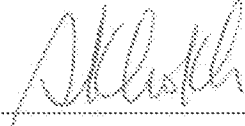
If and to the extent the Agent has acquired any right, title or interest to any of the Trademark Collateral, it hereby assigns and transfers such rights, title or interest to the respective Pledgors.

This Release shall be construed in accordance with and governed by the law of the State of New York.

IN WITNESS WHEREOF, the Agent has caused this Release to be executed and delivered by its duly authorized officer as of the date first set forth above.

ROYAL BANK OF CANADA
as Agent

By: _____
Name: Susan Khokher
Title: Manager, Agency



[Trademark Release]

TRADEMARK
REEL: 004533 FRAME: 0676

SCHEDULE V
TO TERMINATION AND
RELEASE AGREEMENT

Golden Living Trademark Schedule

| Owner | Trademark | Serial Number | Registration Number |
|--------------------------------------|---|---------------|---------------------|
| Golden Gate Ancillary LLC | 360 HEALTHCARE STAFFING | 77/516177 | 3761667 * |
| Golden Gate Ancillary LLC | AEDON | 78/598163 | 3238135 * |
| Golden Gate Ancillary LLC | AEDON HOMECARE | 76/450639 | 2948957 * |
| Golden Gate Ancillary LLC | AEDON STAFFING | 76/447743 | 2952410 * |
| Golden Gate Ancillary LLC | AEDON STAFFING | 78/956190 | 3400118 * |
| Golden Gate Ancillary LLC | AEGIS ACUTE REHAB | 78/957758 | 3400131 * |
| Golden Gate Ancillary LLC | AEGIS ACUTE REHAB | 78/957755 | 3400130 * |
| Golden Gate Ancillary LLC | AEGIS AT HOME | 77/205323 | 3558324 * |
| Golden Gate Ancillary LLC | AEGIS AT HOME | 77/170634 | 3558272 * |
| Golden Gate National Senior Care LLC | AEGIS ON WHEELS | 77/719960 | |
| Golden Gate Ancillary LLC | AEGIS THERAPIES STRENGTH IN REHABILITATION | 76/17856 | 2916563 |
| Golden Gate Ancillary LLC | AEGIS THERAPIES | 78/520300 | 3049860 * |
| Golden Gate Ancillary LLC | AEGIS THERAPIES | 78/957744 | 3400129 * |
| Golden Gate Ancillary LLC | AEGIS THERAPIES | 78/957720 | 3400128 * |
| Golden Gate National Senior Care LLC | AEGIS THERAPIES ON WHEELS | 77/719843 | |
| Beverly Enterprises, Inc. | AFFIRMACARE | 78/513785 | 3197422 |
| Beverly Enterprises, Inc. | AFFIRMACARE | 78/428662 | 3163545 |
| Beverly Enterprises, Inc. | ALZHEIMER'S CARE BY BEVERLY | 78/513023 | 3184577 |
| Beverly Enterprises, Inc. | ALZHEIMER'S CARE BY BEVERLY | 78/959754 | 3403609 |
| Golden Gate National Senior Care LLC | ALZHEIMER'S CARE BY GOLDEN LIVING | 78/956944 | 3407305 ** |
| Golden Gate Ancillary LLC | ASERA CARE HOME HEALTH | 78/957788 | 3393508 * |
| Golden Gate Ancillary LLC | ASERA CARE HOME HEALTH | 78/958939 | 3455821 * |
| Golden Gate Ancillary LLC | ASERA CARE HOME HEALTH | 85/075688 | 3919660 * |
| Golden Gate Ancillary LLC | ASERA CARE HOSPICE | 78/957767 | 3393507 * |
| Golden Gate Ancillary LLC | ASERA CARE HOSPICE | 78/957833 | 3393511 * |
| Golden Gate Ancillary LLC | ASERACARE | 78/411223 | 3184456 * |
| Golden Gate Ancillary LLC | ASERACARE | 78/411165 | 3022055 * |
| Beverly Enterprises, Inc. | BEACH BEVERLY ENTERPRISES AUTOMATED CLEARINGHOUSE | 78/549702 | 3428111 |
| Beverly Enterprises, Inc. | BEI | 78/514074 | 3169671 |

* Lien with Royal Bank of Canada, as Collateral Agent, executed 3/14/2011 and recorded 3/31/2011 at Reel/Frame 4512/0578.

** Lien with Royal Bank of Canada, as Collateral Agent, executed 3/14/2011 and recorded 3/31/2011 at Reel/Frame 4512/0564.

*** Lien with Royal Bank of Canada, as Collateral Agent, executed 3/14/2011 and recorded 3/31/2011 at Reel/Frame 4512/0552.

SCHEDULE V
TO TERMINATION AND
RELEASE AGREEMENT

| | | | |
|---------------------------|--|-----------|-----------|
| Beverly Enterprises, Inc. | BEI | 78/959824 | 3407313 |
| Beverly Enterprises, Inc. | BEVERLY CATERING & EVENTS | 78/461698 | 3184503 |
| Beverly Enterprises, Inc. | BEVERLY ENTERPRISES | 75/439935 | 2570330 |
| Beverly Enterprises, Inc. | BEVERLY HEALTHCARE | 78/825676 | 3410709 |
| Beverly Enterprises, Inc. | BEVERLY LIVING CENTERS | 78/959769 | 3396503 |
| Beverly Living Centers | BEVERLY LIVING CENTERS | 78/959766 | 3403611 |
| Beverly Enterprises, Inc. | BEVERLY LIVING COMMUNITIES | 78/959762 | 3396501 |
| Beverly Enterprises, Inc. | BEVERLY LIVING COMMUNITIES | 78/959759 | 3403610 |
| Golden Gate Ancillary LLC | CERELEAN | 78/956187 | 3410957* |
| Golden Gate Ancillary LLC | CERES | 76/395410 | 2734217 * |
| Golden Gate Ancillary LLC | CERES PURCHASING SOLUTIONS | 78/957826 | 3393510 * |
| Golden Gate Ancillary LLC | CERES PURCHASING SOLUTIONS | 78/957835 | 3396497 * |
| Golden Gate Ancillary LLC | CERES STRATEGIES | 78/098386 | 2748809 * |
| Golden Gate Ancillary LLC | DESIGN - ABSTRACT CIRCULAR DESIGN | 78/957844 | 3396498 * |
| Beverly Enterprises, Inc. | DESIGN - ABSTRACT FIGURE OF CHEF | 78/461683 | 3184502 |
| Golden Gate Ancillary LLC | DESIGN - ABSTRACT FIGURE OF MAN ON PATH WITH ARMS RAISED | 78/512470 | 3151939 * |
| Golden Gate Ancillary LLC | DESIGN - ABSTRACT FIGURE REACHING AROUND A HEART | 78/411163 | 3022054 * |
| Beverly Enterprises, Inc. | DESIGN - ABSTRACT HEART | 78/513017 | 3220599 |
| Golden Gate Ancillary LLC | DESIGN - ABSTRACT MAN DANCING WITH RIBBON | 78/957792 | 3393509 * |
| Beverly Enterprises, Inc. | DESIGN - ABSTRACT TREE | 78/411221 | 3030578 |
| Beverly Enterprises, Inc. | DESIGN - ABSTRACT TREE WITH CIRCLE | 78/513594 | 3437630 |
| Golden Gate Ancillary LLC | DESIGN - BLACK AND GRAY ABSTRACT INTERLOCKING ARCS | 78/411326 | 3169463 * |
| Beverly Enterprises, Inc. | DESIGN - FIVE LEAF BRANCH | 78/959799 | 3407312 |
| Beverly Enterprises, Inc. | DESIGN - FOUR GEOMETRIC SHAPES | 78/959776 | 3396504 |

-2-

* Lien with Royal Bank of Canada, as Collateral Agent, executed 3/14/2011 and recorded 3/31/2011 at Reel/Frame 4512/0578.

** Lien with Royal Bank of Canada, as Collateral Agent, executed 3/14/2011 and recorded 3/31/2011 at Reel/Frame 4512/0564.

*** Lien with Royal Bank of Canada, as Collateral Agent, executed 3/14/2011 and recorded 3/31/2011 at Reel/Frame 4512/0552.

TRADEMARK
REEL: 004533 FRAME: 0678

SCHEDULE V
TO TERMINATION AND
RELEASE AGREEMENT

| | | | |
|--|---|--------------|-------------|
| | REPRESENTING A MAN AND A RIBBON | | |
| Golden Gate Ancillary LLC | DESIGN - HALF GOLDEN CIRCLE ON LEFT AND HALF GOLDEN CIRCLE ON RIGHT, NOT JOINED | 77/007939 | 3398989 * |
| Golden Gate National Senior Care LLC | DESIGN - TWO BUTTERFLIES | 77/637733 | |
| Golden Gate Ancillary LLC | ENERGY BY AEGIS | 77/814768 * | |
| Golden Gate Ancillary LLC | ENERGY BY AEGIS THERAPIES | 77/814766 * | |
| Golden Gate Ancillary LLC | ESPECIALLY YOURS CATERING AND EVENTS | 77/044637 | 3399068 * |
| Golden Gate National Senior Care LLC | EXPERIENCE THE GOLDEN DIFFERENCE | 77/656730 | 3755933 ** |
| Golden Gate National Senior Care LLC | GOLDEN CLINICAL RX SERVICES | 85/139790 ** | |
| Golden Gate National Senior Care LLC | GOLDEN CLINICAL SERVICES | 78/956842 | 3400124 ** |
| Golden Gate National Senior Care LLC | GOLDEN GRADS | 77/713197 | 3877616 ** |
| GGNSC Holdings LLC -- this one is listed as "suspended" | GOLDEN HORIZONS | 78/955678 | |
| GGNSC Clinical Services LLC | GOLDEN HOSPITALITY | 85/154670 | |
| Golden Gate National Senior Care LLC | GOLDEN INNOVATIONS | 78/956186 | 3478300 ** |
| Golden Gate National Senior Care LLC | GOLDEN LIVING | 78/955680 | 3459733 ** |
| Golden Gate National Senior Care LLC | GOLDEN LIVING | 77/887419 | 3784813 ** |
| Golden Gate National Senior Care LLC | GOLDEN LIVING CENTERS | 78/956839 | 3407304 ** |
| Golden Gate National Senior Care LLC | GOLDEN LIVING CENTERS | 77/887411 | 3799530 ** |
| Golden Gate National Senior Care LLC | GOLDEN LIVING COMMUNITIES | 78/956836 | 3416222 ** |
| Golden Gate National Senior Care LLC | GOLDEN LIVING COMMUNITIES | 77/887424 | 3866670 ** |
| Golden Gate National Senior Care LLC | GOLDEN LIVING PASSPORT | 77/871558 ** | |
| Golden Gate National Senior Care LLC | GOLDEN REHAB | 77/829729 | 3784191 ** |
| Golden Gate National Senior Care LLC | GOLDEN REHAB | 77/829715 | 3784189 ** |
| Golden Gate National Senior Care LLC | GOLDEN REHAB SUITES | 77/626780 | 3877466 ** |
| Golden Gate National Senior Care LLC | GOLDEN REHAB SUITES | 85/108257 | 3947450** |
| Golden Gate National Senior Care LLC | GOLDEN REHAB SUITES | 85/108246 | 3947448** |
| GGNSC Administrative Services LLC | GOLDEN VENTURES | 78/955683 | 3410956 *** |

-3-

* Lien with Royal Bank of Canada, as Collateral Agent, executed 3/14/2011 and recorded 3/31/2011 at Reel/Frame 4512/0578.

** Lien with Royal Bank of Canada, as Collateral Agent, executed 3/14/2011 and recorded 3/31/2011 at Reel/Frame 4512/0564.

*** Lien with Royal Bank of Canada, as Collateral Agent, executed 3/14/2011 and recorded 3/31/2011 at Reel/Frame 4512/0552.

TRADEMARK
REEL: 004533 FRAME: 0679

SCHEDULE V
TO TERMINATION AND
RELEASE AGREEMENT

| | | | |
|--------------------------------------|---|-------------|-------------|
| Beverly Enterprises, Inc. | H P C | 75/016097 | 2010117 |
| Golden Gate Ancillary LLC | ORTHOPEDIC CENTER OF EXCELLENCE | 77/389650 | 3625387 * |
| GGNSC Administrative Services LLC | REHABPERSPECTIVES | 77/022236 | 3415032 *** |
| Golden Gate Ancillary LLC | S.T.E.P.S. | 77/845337 * | |
| Golden Gate Ancillary LLC | STANDING TALL EDUCATION PROGRAM AND SERVICES | 77/845360 * | |
| Golden Gate National Senior Care LLC | THE GOLDEN DIFFERENCE | 77/626806 | 3755865 ** |
| Golden Gate Ancillary LLC | VIZIA DESIGN | 78/957841 | 3464563 * |
| Golden Gate Ancillary LLC | VIZIA DESIGN | 78/957847 | 3410958 * |
| Golden Gate Ancillary LLC | VISIA HEALTHCARE DESIGN GROUP | 78/339213 | 3163419 * |
| Golden Gate Ancillary LLC | VISIA HEALTHCARE DESIGN GROUP | 78/343521 | 3163428 * |
| Golden Gate National Senior Care LLC | WINGS FOR LOVE | 77/629417 | 3791007 ** |

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* Lien with Royal Bank of Canada, as Collateral Agent, executed 3/14/2011 and recorded 3/31/2011 at Reel/Frame 4512/0578.

** Lien with Royal Bank of Canada, as Collateral Agent, executed 3/14/2011 and recorded 3/31/2011 at Reel/Frame 4512/0564.

*** Lien with Royal Bank of Canada, as Collateral Agent, executed 3/14/2011 and recorded 3/31/2011 at Reel/Frame 4512/0552.

Generated on: This page was generated by TSDR on 2019-04-29 13:53:24 EDT

Mark: GOLDEN ORCHARD

Golden Orchard

US Serial Number: 78688973 **Application Filing Date:** Aug. 09, 2005
US Registration Number: 3117219 **Registration Date:** Jul. 18, 2006
Filed as TEAS Plus: Yes **Currently TEAS Plus:** Yes
Register: Principal
Mark Type: Service Mark
Status: The registration has been renewed.
Status Date: Jun. 21, 2016
Publication Date: Apr. 25, 2006

Mark Information

Mark Literal Elements: GOLDEN ORCHARD
Standard Character Claim: Yes. The mark consists of standard characters without claim to any particular font style, size, or color.
Mark Drawing Type: 4 - STANDARD CHARACTER MARK

Goods and Services

Note:

The following symbols indicate that the registrant/owner has amended the goods/services:

- Brackets [...] indicate deleted goods/services;
- Double parenthesis (...) identify any goods/services not claimed in a Section 15 affidavit of incontestability; and
- Asterisks *.* identify additional (new) wording in the goods/services.

For: Providing assisted living facilities
International Class(es): 043 - Primary Class **U.S Class(es):** 100, 101
Class Status: ACTIVE
Basis: 1(a)
First Use: Jan. 01, 1996 **Use in Commerce:** Jan. 01, 1996

Basis Information (Case Level)

| | | |
|---------------------------|-------------------------------|------------------------|
| Filed Use: Yes | Currently Use: Yes | Amended Use: No |
| Filed ITU: No | Currently ITU: No | Amended ITU: No |
| Filed 44D: No | Currently 44D: No | Amended 44D: No |
| Filed 44E: No | Currently 44E: No | Amended 44E: No |
| Filed 66A: No | Currently 66A: No | |
| Filed No Basis: No | Currently No Basis: No | |

Current Owner(s) Information

Owner Name: Golden Orchard Franchising, Inc.
Owner Address: 2322 Beachham Dr.
Castle Rock, COLORADO 80104
UNITED STATES

Legal Entity Type: CORPORATION

State or Country COLORADO
Where Organized:

Attorney/Correspondence Information

Attorney of Record

Attorney Name: Scott T. Kannady

Docket Number: Golden Orcha

Attorney Primary Email Address: scott@brownlegal.com

Attorney Email Authorized: Yes

Correspondent

Correspondent Name/Address: Scott T. Kannady
Brown & Kannady, LLC
2000 S. Colorado Blvd., Suite 2-440
DENVER, COLORADO 80222
UNITED STATES

Phone: 303-757-3800

Fax: 303-757-3815

Correspondent e-mail: scott@brownlegal.com laura@brownlegal.com

Correspondent e-mail Authorized: Yes

Domestic Representative - Not Found

Prosecution History

| Date | Description | Proceeding Number |
|---------------|---|-------------------|
| Jun. 21, 2016 | NOTICE OF ACCEPTANCE OF SEC. 8 & 9 - E-MAILED | |
| Jun. 21, 2016 | REGISTERED AND RENEWED (FIRST RENEWAL - 10 YRS) | 77315 |
| Jun. 21, 2016 | REGISTERED - SEC. 8 (10-YR) ACCEPTED/SEC. 9 GRANTED | 77315 |
| Jun. 21, 2016 | CASE ASSIGNED TO POST REGISTRATION PARALEGAL | 77315 |
| Mar. 31, 2016 | TEAS SECTION 8 & 9 RECEIVED | |
| Jul. 18, 2015 | COURTESY REMINDER - SEC. 8 (10-YR)/SEC. 9 E-MAILED | |
| Apr. 03, 2012 | NOTICE OF ACCEPTANCE OF SEC. 8 & 15 - E-MAILED | |
| Apr. 03, 2012 | REGISTERED - SEC. 8 (6-YR) ACCEPTED & SEC. 15 ACK. | 71378 |
| Mar. 31, 2012 | CASE ASSIGNED TO POST REGISTRATION PARALEGAL | 71378 |
| Feb. 28, 2012 | TEAS SECTION 8 & 15 RECEIVED | |
| Jul. 18, 2006 | REGISTERED-PRINCIPAL REGISTER | |
| Apr. 25, 2006 | PUBLISHED FOR OPPOSITION | |
| Apr. 05, 2006 | NOTICE OF PUBLICATION | |
| Mar. 04, 2006 | LAW OFFICE PUBLICATION REVIEW COMPLETED | 70138 |
| Mar. 03, 2006 | ASSIGNED TO LIE | 70138 |
| Mar. 01, 2006 | APPROVED FOR PUB - PRINCIPAL REGISTER | |
| Mar. 01, 2006 | EXAMINER'S AMENDMENT ENTERED | 88888 |
| Mar. 01, 2006 | EXAMINERS AMENDMENT E-MAILED | 6328 |
| Mar. 01, 2006 | EXAMINERS AMENDMENT -WRITTEN | 80802 |
| Feb. 27, 2006 | ASSIGNED TO EXAMINER | 80802 |
| Oct. 12, 2005 | APPLICANT AMENDMENT PRIOR TO EXAMINATION - ENTERED | 68658 |
| Oct. 12, 2005 | TEAS VOLUNTARY AMENDMENT RECEIVED | |
| Oct. 03, 2005 | APPLICANT AMENDMENT PRIOR TO EXAMINATION - ENTERED | 65287 |
| Oct. 03, 2005 | TEAS VOLUNTARY AMENDMENT RECEIVED | |
| Aug. 16, 2005 | NEW APPLICATION ENTERED IN TRAM | |

Maintenance Filings or Post Registration Information

Affidavit of Continued Use: Section 8 - Accepted

Affidavit of Incontestability: Section 15 - Accepted

Renewal Date: Jul. 18, 2016

TM Staff and Location Information

TM Staff Information - None

File Location

Current Location: GENERIC WEB UPDATE

Date in Location: Jun. 21, 2016

Int. Cl.: 43

Prior U.S. Cls.: 100 and 101

United States Patent and Trademark Office

Reg. No. 3,117,219

Registered July 18, 2006

**SERVICE MARK
PRINCIPAL REGISTER**

Golden Orchard

GOLDEN ORCHARD FRANCHISING, INC.
(COLORADO CORPORATION)
PO BOX 365
CASTLE ROCK, CO 80104

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT, STYLE, SIZE, OR COLOR.

FOR: PROVIDING ASSISTED LIVING FACILITIES, IN CLASS 43 (U.S. CLS. 100 AND 101).

SER. NO. 78-688,973, FILED 8-9-2005.

FIRST USE 1-1-1996; IN COMMERCE 1-1-1996.

JENNIFER WILLISTON, EXAMINING ATTORNEY

Generated on: This page was generated by TSDR on 2019-04-29 13:55:05 EDT

Mark: GOLDEN ORCHARD



US Serial Number: 78689010

Application Filing Date: Aug. 09, 2005

US Registration Number: 3224084

Registration Date: Apr. 03, 2007

Filed as TEAS Plus: Yes

Currently TEAS Plus: Yes

Register: Principal

Mark Type: Service Mark

TM5 Common Status Descriptor:



LIVE/REGISTRATION/Issued and Active

The trademark application has been registered with the Office.

Status: The registration has been renewed.

Status Date: Mar. 09, 2017

Publication Date: Sep. 05, 2006

Mark Information

Mark Literal Elements: GOLDEN ORCHARD

Standard Character Claim: No

Mark Drawing Type: 3 - AN ILLUSTRATION DRAWING WHICH INCLUDES WORD(S)/ LETTER(S)/NUMBER(S)

Description of Mark: The mark consists of the words GOLDEN ORCHARD and a branch with several peaches enclosed within an oval.

Color(s) Claimed: Color is not claimed as a feature of the mark.

Design Search Code(s): 05.03.10 - Other branches with leaves, with or without fruit
05.09.06 - Avocados; Fruits with pits (apricots, peaches, plums, olives and the like)
26.03.17 - Concentric ovals; Concentric ovals and ovals within ovals; Ovals within ovals; Ovals, concentric
26.03.21 - Ovals that are completely or partially shaded

Goods and Services

Note:

The following symbols indicate that the registrant/owner has amended the goods/services:

- Brackets [...] indicate deleted goods/services;
- Double parenthesis ((..)) identify any goods/services not claimed in a Section 15 affidavit of incontestability; and
- Asterisks *..* identify additional (new) wording in the goods/services.

For: Providing assisted living facilities

International Class(es): 043 - Primary Class

U.S Class(es): 100, 101

Class Status: ACTIVE

Basis: 1(a)

First Use: Jan. 01, 1996

Use in Commerce: Jan. 01, 1996

Basis Information (Case Level)

Filed Use: Yes

Currently Use: Yes

Filed ITU: No

Currently ITU: No

Filed 44D: No

Currently 44E: No

Filed 44E: No

Currently 66A: No

Filed 66A: No

Currently No Basis: No

Filed No Basis: No

Current Owner(s) Information

Owner Name: Golden Orchard Franchising, Inc.

Owner Address: 890 E. Orchard Rd.
Centennial, COLORADO UNITED STATES 80121

Legal Entity Type: CORPORATION

State or Country COLORADO
Where Organized:

Attorney/Correspondence Information

Attorney of Record

Attorney Name: Scott T. Kannady

Attorney Primary scott@brownlegal.com
Email Address:

Attorney Email Yes
Authorized:

Correspondent

Correspondent Scott T. Kannady
Name/Address: Brown & Kannady, LLC
2000 S. Colorado Blvd., Suite 2-440
DENVER, COLORADO UNITED STATES 80222

Phone: 303-757-3800

Fax: 303-757-3815

Correspondent e- scott@brownlegal.com laura@brownlegal.com
mail:

Correspondent e- Yes
mail Authorized:

Domestic Representative - Not Found

Prosecution History

| Date | Description | Proceeding Number |
|---------------|---|-------------------|
| Mar. 09, 2017 | NOTICE OF ACCEPTANCE OF SEC. 8 & 9 - E-MAILED | |
| Mar. 09, 2017 | REGISTERED AND RENEWED (FIRST RENEWAL - 10 YRS) | 74704 |
| Mar. 09, 2017 | REGISTERED - SEC. 8 (10-YR) ACCEPTED/SEC. 9 GRANTED | 74704 |
| Mar. 09, 2017 | CASE ASSIGNED TO POST REGISTRATION PARALEGAL | 74704 |
| Jan. 11, 2017 | TEAS SECTION 8 & 9 RECEIVED | |
| Apr. 03, 2016 | COURTESY REMINDER - SEC. 8 (10-YR)/SEC. 9 E-MAILED | |
| Apr. 18, 2013 | NOTICE OF ACCEPTANCE OF SEC. 8 & 15 - E-MAILED | |
| Apr. 18, 2013 | REGISTERED - SEC. 8 (6-YR) ACCEPTED & SEC. 15 ACK. | 75461 |
| Apr. 17, 2013 | CASE ASSIGNED TO POST REGISTRATION PARALEGAL | 75461 |
| Apr. 02, 2013 | TEAS SECTION 8 & 15 RECEIVED | |
| Apr. 03, 2007 | REGISTERED-PRINCIPAL REGISTER | |
| Feb. 20, 2007 | 1(B) BASIS DELETED; PROCEED TO REGISTRATION | 65362 |
| Feb. 20, 2007 | NOTICE OF ALLOWANCE CANCELLED | 65362 |
| Nov. 28, 2006 | NOA MAILED - SOU REQUIRED FROM APPLICANT | |
| Sep. 05, 2006 | PUBLISHED FOR OPPOSITION | |
| Aug. 16, 2006 | NOTICE OF PUBLICATION | |
| Jul. 19, 2006 | LAW OFFICE PUBLICATION REVIEW COMPLETED | 69350 |
| Jun. 30, 2006 | ASSIGNED TO LIE | 69350 |
| May 19, 2006 | ASSIGNED TO LIE | 59272 |
| May 15, 2006 | APPROVED FOR PUB - PRINCIPAL REGISTER | |
| May 12, 2006 | EXAMINER'S AMENDMENT ENTERED | 88888 |
| May 12, 2006 | EXAMINERS AMENDMENT E-MAILED | 6328 |
| May 12, 2006 | EXAMINERS AMENDMENT -WRITTEN | 80802 |
| May 11, 2006 | TEAS/EMAIL CORRESPONDENCE ENTERED | 69350 |

| | | |
|---------------|--|-------|
| May 05, 2006 | CORRESPONDENCE RECEIVED IN LAW OFFICE | 69350 |
| May 05, 2006 | TEAS RESPONSE TO OFFICE ACTION RECEIVED | |
| Mar. 01, 2006 | COMBINED EXAMINER'S AMENDMENT/PRIORITY ACTION ENTERED | 69350 |
| Mar. 01, 2006 | EXAMINER'S AMENDMENT/PRIORITY ACTION E-MAILED | 6326 |
| Mar. 01, 2006 | EXAMINERS AMENDMENT AND/OR PRIORITY ACTION - COMPLETED | 80802 |
| Feb. 27, 2006 | ASSIGNED TO EXAMINER | 80802 |
| Oct. 19, 2005 | TEAS/EMAIL CORRESPONDENCE ENTERED | 77075 |
| Oct. 12, 2005 | CORRESPONDENCE RECEIVED IN LAW OFFICE | 77075 |
| Oct. 12, 2005 | TEAS VOLUNTARY AMENDMENT RECEIVED | |
| Oct. 03, 2005 | APPLICANT AMENDMENT PRIOR TO EXAMINATION - ENTERED | 73269 |
| Oct. 03, 2005 | TEAS VOLUNTARY AMENDMENT RECEIVED | |
| Aug. 16, 2005 | NEW APPLICATION ENTERED IN TRAM | |

TM Staff and Location Information

TM Staff Information - None

File Location

Current Location: GENERIC WEB UPDATE

Date in Location: Mar. 09, 2017

Int. Cl.: 43

Prior U.S. Cls.: 100 and 101

United States Patent and Trademark Office

Reg. No. 3,224,084

Registered Apr. 3, 2007

**SERVICE MARK
PRINCIPAL REGISTER**



GOLDEN ORCHARD FRANCHISING, INC.
(COLORADO CORPORATION)
PO BOX 365
CASTLE ROCK, CO 80104

THE MARK CONSISTS OF THE WORDS GOLD-
EN ORCHARD AND A BRANCH WITH SEVERAL
PEACHES ENCLOSED WITHIN AN OVAL.

FOR: PROVIDING ASSISTED LIVING FACIL-
ITIES, IN CLASS 43 (U.S. CLS. 100 AND 101).

SER. NO. 78-689,010, FILED 8-9-2005.

FIRST USE 1-1-1996; IN COMMERCE 1-1-1996.

JENNIFER WILLISTON, EXAMINING ATTORNEY

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Mark: GOLDENCARE

GOLDENCARE

US Serial Number: 87874341

Application Filing Date: Apr. 12, 2018

US Registration Number: 5616588

Registration Date: Nov. 27, 2018

Filed as TEAS RF: Yes

Currently TEAS RF: Yes

Register: Principal

Mark Type: Service Mark

Status: Registered. The registration date is used to determine when post-registration maintenance documents are due.

Status Date: Nov. 27, 2018

Publication Date: Sep. 11, 2018

Mark Information

Mark Literal Elements: GOLDENCARE

Standard Character Claim: Yes. The mark consists of standard characters without claim to any particular font style, size, or color.

Mark Drawing Type: 4 - STANDARD CHARACTER MARK

Goods and Services

Note:

The following symbols indicate that the registrant/owner has amended the goods/services:

- Brackets [...] indicate deleted goods/services;
- Double parenthesis ((.)) identify any goods/services not claimed in a Section 15 affidavit of incontestability; and
- Asterisks *..* identify additional (new) wording in the goods/services.

For: Insurance services, namely, underwriting Life and Health insurance

International Class(es): 036 - Primary Class

U.S Class(es): 100, 101, 102

Class Status: ACTIVE

Basis: 1(a)

First Use: Jan. 01, 2005

Use in Commerce: Jan. 01, 2005

Basis Information (Case Level)

Filed Use: Yes

Currently Use: Yes

Amended Use: No

Filed ITU: No

Currently ITU: No

Amended ITU: No

Filed 44D: No

Currently 44D: No

Amended 44D: No

Filed 44E: No

Currently 44E: No

Amended 44E: No

Filed 66A: No

Currently 66A: No

Filed No Basis: No

Currently No Basis: No

Current Owner(s) Information

Owner Name: GOLDENCARE USA, INC.

Owner Address: 10700 OLD COUNTY RD 15
PLYMOUTH, MINNESOTA 55441
UNITED STATES

Legal Entity Type: CORPORATION

State or Country: DELAWARE

Where Organized:

Attorney/Correspondence Information

Attorney of Record

Attorney Name: Roberta L. Christensen
Attorney Primary Email Address: ip@koleyjessen.com
Docket Number: 18636-5009
Attorney Email Authorized: Yes

Correspondent

Correspondent Name/Address: Roberta L. Christensen
Koley Jessen P.C., L.L.O.
1125 S 103rd Street
One Pacific Place, Suite 800
Omaha, NEBRASKA 68124
UNITED STATES
Phone: 402-390-9500
Correspondent e-mail: ip@koleyjessen.com
Fax: 402-390-9005
Correspondent e-mail Authorized: Yes

Domestic Representative - Not Found

Prosecution History

| Date | Description | Proceeding Number |
|---------------|--|-------------------|
| Apr. 10, 2019 | ASSIGNMENT OF OWNERSHIP NOT UPDATED AUTOMATICALLY | |
| Apr. 03, 2019 | ASSIGNMENT OF OWNERSHIP NOT UPDATED AUTOMATICALLY | |
| Mar. 01, 2019 | POST REGISTRATION ACTION MAILED - SEC. 7 | 76874 |
| Jan. 09, 2019 | SEC 7 REQUEST FILED | 76874 |
| Feb. 20, 2019 | CASE ASSIGNED TO POST REGISTRATION PARALEGAL | 76874 |
| Feb. 06, 2019 | ASSIGNMENT OF OWNERSHIP NOT UPDATED AUTOMATICALLY | |
| Jan. 09, 2019 | ASSIGNMENT OF OWNERSHIP NOT UPDATED AUTOMATICALLY | |
| Jan. 09, 2019 | TEAS VOLUNTARY AMENDMENT RECEIVED | |
| Dec. 19, 2018 | ASSIGNMENT OF OWNERSHIP NOT UPDATED AUTOMATICALLY | |
| Dec. 14, 2018 | ATTORNEY/DOM.REP.REVOKED AND/OR APPOINTED | |
| Dec. 14, 2018 | TEAS REVOKE/APP/CHANGE ADDR OF ATTY/DOM REP RECEIVED | |
| Dec. 05, 2018 | ASSIGNMENT OF OWNERSHIP NOT UPDATED AUTOMATICALLY | |
| Nov. 27, 2018 | REGISTERED-PRINCIPAL REGISTER | |
| Oct. 31, 2018 | AUTOMATIC UPDATE OF ASSIGNMENT OF OWNERSHIP | |
| Sep. 11, 2018 | OFFICIAL GAZETTE PUBLICATION CONFIRMATION E-MAILED | |
| Sep. 11, 2018 | PUBLISHED FOR OPPOSITION | |
| Aug. 22, 2018 | NOTIFICATION OF NOTICE OF PUBLICATION E-MAILED | |
| Aug. 02, 2018 | APPROVED FOR PUB - PRINCIPAL REGISTER | |
| Aug. 01, 2018 | ASSIGNED TO EXAMINER | 93926 |
| Apr. 20, 2018 | NEW APPLICATION OFFICE SUPPLIED DATA ENTERED IN TRAM | |
| Apr. 16, 2018 | NEW APPLICATION ENTERED IN TRAM | |

TM Staff and Location Information

TM Staff Information - None

File Location

Current Location: TMO LAW OFFICE 124

Date in Location: Mar. 01, 2019

Assignment Abstract Of Title Information

Summary

Total Assignments: 11

Registrant: GOLDENCARE USA, INC.

Assignment 1 of 11

Conveyance: SECURITY INTEREST

Reel/Frame: [6418/0110](#)

Pages: 8

Date Recorded: Aug. 18, 2018

Supporting Documents: [assignment-tm-6418-0110.pdf](#)

Assignor

Name: [GOLDENCARE USA, LLC](#)

Execution Date: Aug. 17, 2018

Legal Entity Type: LIMITED LIABILITY COMPANY

State or Country Where Organized: DELAWARE

Assignee

Name: [ANTARES CAPITAL LP, AS ADMINISTRATIVE AGENT](#)

Legal Entity Type: LIMITED PARTNERSHIP

State or Country Where Organized: DELAWARE

Address: 500 W MONROE ST
CHICAGO, ILLINOIS 60661

Correspondent

Correspondent Name: KRISTIN BROZOVIC C/O KATTEN

Correspondent Address: 525 W MONROE ST
CHICAGO, IL 60661

Domestic Representative - Not Found

Assignment 2 of 11

Conveyance: SECURITY INTEREST

Reel/Frame: [6418/0887](#)

Pages: 8

Date Recorded: Aug. 20, 2018

Supporting Documents: [assignment-tm-6418-0887.pdf](#)

Assignor

Name: [GOLDENCARE USA, LLC](#)

Execution Date: Aug. 17, 2018

Legal Entity Type: LIMITED LIABILITY COMPANY

State or Country Where Organized: DELAWARE

Assignee

Name: [WILMINGTON TRUST, NATIONAL ASSOCIATION](#)

Legal Entity Type: NATIONAL BANKING ASSOCIATION

State or Country Where Organized: UNITED STATES

Address: 1100 NORTH MARKET STREET
WILMINGTON, DELAWARE 19890

Correspondent

Correspondent Name: PROSKAUER ROSE LLP

Correspondent Address: 2049 CENTURY PARK EAST, SUITE 3200
C/O KIMBERLEY A. LATHROP
LOS ANGELES, CA 90067

Domestic Representative - Not Found

Assignment 3 of 11

Conveyance: NUNC PRO TUNC ASSIGNMENT EFFECTIVE 05/09/2018

Reel/Frame: [6463/0888](#)

Pages: 3

Date Recorded: Oct. 23, 2018

Supporting Documents: [assignment-tm-6463-0888.pdf](#)

Assignor

Name: [GOLDENCARE USA, INC.](#)

Execution Date: Oct. 16, 2018

Legal Entity Type: CORPORATION

State or Country Where Organized: MINNESOTA

Assignee

Name: [GOLDENCARE USA, INC.](#)

Legal Entity Type: CORPORATION

State or Country Where Organized: DELAWARE

Address: 10700 OLD COUNTY RD 15
PLYMOUTH, MINNESOTA 55441

Correspondent

Correspondent Name: RICHARD L.FIX

Correspondent Address: 666 WALNUT ST.
SUITE 1552
DES MOINES, IA 50309-3971

Domestic Representative - Not Found

Assignment 4 of 11

Conveyance: NUNC PRO TUNC ASSIGNMENT EFFECTIVE 06/06/2018

Reel/Frame: [6501/0094](#)

Pages: 3

Date Recorded: Dec. 14, 2018

Supporting Documents: [assignment-tm-6501-0094.pdf](#)

Assignor

Name: [GOLDENCARE USA, INC.](#)

Execution Date: Oct. 23, 2018

Legal Entity Type: CORPORATION

State or Country Where Organized: DELAWARE

Assignee

Name: [GOLDENCARE USA, INC.](#)

Legal Entity Type: LIMITED LIABILITY COMPANY

State or Country Where Organized: DELAWARE

Address: 10700 OLD COUNTY RD 15
PLYMOUTH, MINNESOTA 55441

Correspondent

Correspondent Name: RICHARD L.FIX

Correspondent Address: 666 WALNUT ST.
SUITE 1552
DES MOINES, IA 50309-3971

Domestic Representative - Not Found

Assignment 5 of 11

Conveyance: NUNC PRO TUNC ASSIGNMENT EFFECTIVE 06/06/2018

Reel/Frame: [6512/0515](#)

Pages: 3

Date Recorded: Oct. 24, 2018

Supporting Documents: [assignment-tm-6512-0515.pdf](#)

Assignor

Name: [GOLDENCARE USA, INC.](#)

Execution Date: Oct. 23, 2018

Legal Entity Type: CORPORATION

State or Country Where Organized: DELAWARE

Assignee

Name: [GOLDENCARE USA, LLC](#)

Legal Entity Type: LIMITED LIABILITY COMPANY

State or Country Where Organized: DELAWARE

Address: 10700 OLD COUNTY RD 15
PLYMOUTH, MINNESOTA 55441

Correspondent

Correspondent Name: RICHARD L.FIX

Correspondent Address: 666 WALNUT ST.
DES MOINES, IA 50309-3971

Domestic Representative - Not Found

Assignment 6 of 11

Conveyance: CORRECTIVE ASSIGNMENT TO CORRECT THE RECEIVING PARTY NAME PREVIOUSLY RECORDED AT REEL: 006501 FRAME: 0094. ASSIGNOR(S) HEREBY CONFIRMS THE NUNC PRO TUNC ASSIGNMENT.

Reel/Frame: [6602/0315](#)

Pages: 5

Date Recorded: Mar. 27, 2019

Supporting Documents: [assignment-tm-6602-0315.pdf](#)

Assignor

Name: [GOLDENCARE USA, INC.](#)

Execution Date: Oct. 23, 2018

Legal Entity Type: CORPORATION

State or Country Where Organized: DELAWARE

Assignee

Name: [GOLDENCARE USA, LLC](#)

State or Country Where Organized: DELAWARE

Legal Entity Type: LIMITED LIABILITY COMPANY

Address: 10700 OLD COUNTY ROAD 15
PLYMOUTH, MINNESOTA 55441

Correspondent

Correspondent Name: ROBERTA L. CHRISTENSEN

Correspondent Address: 1125 S 103RD STREET
ONE PACIFIC PLACE, SUITE 800
OMAHA, NE 68124

Domestic Representative - Not Found

Assignment 7 of 11

Conveyance: RELEASE OF SECURITY INTEREST IN TRADEMARKS RECORDED AT REEL/FRAME NO.: 6418/0110

Reel/Frame: [6492/0293](#)

Pages: 6

Date Recorded: Nov. 30, 2018

Supporting Documents: [assignment-tm-6492-0293.pdf](#)

Assignor

Name: [ANTARES CAPITAL LP, AS ADMINISTRATIVE AGENT AND COLLATERAL AGENT](#)

Execution Date: Nov. 30, 2018

Legal Entity Type: LIMITED PARTNERSHIP

State or Country Where Organized: DELAWARE

Assignee

Name: [GOLDENCARE USA, LLC](#)

State or Country Where Organized: DELAWARE

Legal Entity Type: LIMITED LIABILITY COMPANY

Address: 10700 OLD COUNTY ROAD 15
SUITE 450
PLYMOUTH, MINNESOTA 55441

Correspondent

Correspondent Name: MARIA BANDA

Correspondent Address: KIRKLAND & ELLIS, LLP
555 CALIFORNIA STREET, SUITE 2700
SAN FRANCISCO, CA 94104

Domestic Representative - Not Found

Assignment 8 of 11

Conveyance: RELEASE OF SECURITY INTEREST IN TRADEMARKS RECORDED AT REEL/FRAME NO.: 6418/0887

Reel/Frame: [6492/0366](#)

Pages: 6

Date Recorded: Nov. 30, 2018

Supporting Documents: [assignment-tm-6492-0366.pdf](#)

Assignor

Name: [WILMINGTON TRUST, NATIONAL ASSOCIATION, AS COLLATERAL AGENT](#)

Execution Date: Nov. 30, 2018

Legal Entity Type: NATIONAL BANKING ASSOCIATION

State or Country Where Organized: UNITED STATES

Assignee

Name: [GOLDENCARE USA, LLC](#)

Legal Entity Type: LIMITED LIABILITY COMPANY

State or Country Where Organized: DELAWARE

Address: 10700 OLD COUNTY ROAD 15
SUITE 450
PLYMOUTH, MINNESOTA 55441

Correspondent

Correspondent Name: MARIA BANDA

Correspondent Address: KIRKLAND & ELLIS, LLP
555 CALIFORNIA STREET, SUITE 2700
SAN FRANCISCO, CA 94104

Domestic Representative - Not Found

Assignment 9 of 11

Conveyance: FIRST LIEN TRADEMARK SECURITY AGREEMENT

Reel/Frame: [6491/0913](#)

Pages: 9

Date Recorded: Nov. 30, 2018

Supporting Documents: [assignment-tm-6491-0913.pdf](#)

Assignor

Name: [GOLDENCARE USA, LLC](#)

Execution Date: Nov. 30, 2018

Legal Entity Type: LIMITED LIABILITY COMPANY

State or Country Where Organized: DELAWARE

Assignee

Name: [ANTARES CAPITAL LP, AS COLLATERAL AGENT](#)

Legal Entity Type: LIMITED PARTNERSHIP

State or Country Where Organized: DELAWARE

Address: 280 PARK AVENUE
NEW YORK, NEW YORK 10017

Correspondent

Correspondent Name: LATHAM & WATKINS LLP

Correspondent Address: 650 TOWN CENTER DRIVE, SUITE 2000
COSTA MESA, CA 92626

Domestic Representative - Not Found

Assignment 10 of 11

Conveyance: SECOND LIEN TRADEMARK SECURITY AGREEMENT

Reel/Frame: [6541/0954](#)

Pages: 10

Date Recorded: Nov. 30, 2018

Supporting Documents: [assignment-tm-6541-0954.pdf](#)

Assignor

Name: [GOLDENCARE USA, LLC](#)

Execution Date: Nov. 30, 2018

Legal Entity Type: LIMITED LIABILITY COMPANY

State or Country Where Organized: DELAWARE

Assignee

Name: [ANTARES CAPITAL LP, AS COLLATERAL AGENT](#)

Legal Entity Type: LIMITED PARTNERSHIP

State or Country DELAWARE
Where Organized:

Address: 280 PARK AVENUE
NEW YORK, NEW YORK 10017

Correspondent

Correspondent Name: LATHAM & WATKINS LLP

Correspondent Address: 650 TOWN CENTER DRIVE, SUITE 2000
COSTA MESA, CA 92626

Domestic Representative - Not Found

Assignment 11 of 11

Conveyance: ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT

Reel/Frame: [6610/0126](#)

Pages: 10

Date Recorded: Apr. 04, 2019

Supporting Documents: [assignment-tm-6610-0126.pdf](#)

Assignor

Name: [ANTARES CAPITAL LP, AS FORMER COLLATERAL AGENT](#)

Execution Date: Apr. 03, 2019

Legal Entity Type: LIMITED PARTNERSHIP

State or Country DELAWARE
Where Organized:

Assignee

Name: [ICG DEBT ADMINISTRATION LLC, AS SUCCESSOR AGENT](#)

Legal Entity Type: LIMITED LIABILITY COMPANY

State or Country DELAWARE
Where Organized:

Address: 600 LEXINGTON AVENUE, 19TH FLOOR
NEW YORK, NEW YORK 10022

Correspondent

Correspondent Name: AMY ARNELLE

Correspondent Address: 601 S. FIGUEROA ST., 41ST FLOOR
LOS ANGELES, CA 90017

Domestic Representative - Not Found

United States of America

United States Patent and Trademark Office

GOLDENCARE

Reg. No. 5,616,588

Registered Nov. 27, 2018

Int. Cl.: 36

Service Mark

Principal Register

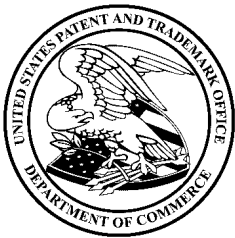
GOLDENCARE USA, INC. (DELAWARE CORPORATION)
10700 Old County Rd 15
Plymouth, MINNESOTA 55441

CLASS 36: Insurance services, namely, underwriting Life and Health insurance

FIRST USE 1-1-2005; IN COMMERCE 1-1-2005

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT STYLE, SIZE OR COLOR

SER. NO. 87-874,341, FILED 04-12-2018



Andrei Iancu

Director of the United States
Patent and Trademark Office

REQUIREMENTS TO MAINTAIN YOUR FEDERAL TRADEMARK REGISTRATION

WARNING: YOUR REGISTRATION WILL BE CANCELLED IF YOU DO NOT FILE THE DOCUMENTS BELOW DURING THE SPECIFIED TIME PERIODS.

Requirements in the First Ten Years*

What and When to File:

- **First Filing Deadline:** You must file a Declaration of Use (or Excusable Nonuse) between the 5th and 6th years after the registration date. See 15 U.S.C. §§1058, 1141k. If the declaration is accepted, the registration will continue in force for the remainder of the ten-year period, calculated from the registration date, unless cancelled by an order of the Commissioner for Trademarks or a federal court.
- **Second Filing Deadline:** You must file a Declaration of Use (or Excusable Nonuse) and an Application for Renewal between the 9th and 10th years after the registration date.* See 15 U.S.C. §1059.

Requirements in Successive Ten-Year Periods*

What and When to File:

- You must file a Declaration of Use (or Excusable Nonuse) and an Application for Renewal between every 9th and 10th-year period, calculated from the registration date.*

Grace Period Filings*

The above documents will be accepted as timely if filed within six months after the deadlines listed above with the payment of an additional fee.

***ATTENTION MADRID PROTOCOL REGISTRANTS:** The holder of an international registration with an extension of protection to the United States under the Madrid Protocol must timely file the Declarations of Use (or Excusable Nonuse) referenced above directly with the United States Patent and Trademark Office (USPTO). The time periods for filing are based on the U.S. registration date (not the international registration date). The deadlines and grace periods for the Declarations of Use (or Excusable Nonuse) are identical to those for nationally issued registrations. See 15 U.S.C. §§1058, 1141k. However, owners of international registrations do not file renewal applications at the USPTO. Instead, the holder must file a renewal of the underlying international registration at the International Bureau of the World Intellectual Property Organization, under Article 7 of the Madrid Protocol, before the expiration of each ten-year term of protection, calculated from the date of the international registration. See 15 U.S.C. §1141j. For more information and renewal forms for the international registration, see <http://www.wipo.int/madrid/en/>.

NOTE: Fees and requirements for maintaining registrations are subject to change. Please check the USPTO website for further information. With the exception of renewal applications for registered extensions of protection, you can file the registration maintenance documents referenced above online at <http://www.uspto.gov>.

NOTE: A courtesy e-mail reminder of USPTO maintenance filing deadlines will be sent to trademark owners/holders who authorize e-mail communication and maintain a current e-mail address with the USPTO. To ensure that e-mail is authorized and your address is current, please use the Trademark Electronic Application System (TEAS) Correspondence Address and Change of Owner Address Forms available at <http://www.uspto.gov>.

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM517505

| | | | |
|---|---|------------------------------|-------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Assignment of Trademark Security Agreement | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Antares Capital LP, as Former Collateral Agent | | 04/03/2019 | Limited Partnership: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | ICG Debt Administration LLC, as Successor Agent | | |
| Street Address: | 600 Lexington Avenue, 19th Floor | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10022 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 8 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3202610 | ADVANCE PLANNING SERVICES | |
| Registration Number: | 5140654 | INTEGRITY MARKETING GROUP | |
| Registration Number: | 5302663 | INTEGRITY MARKETING PARTNERS | |
| Registration Number: | 5133052 | LEGACY SAFEGUARD | |
| Registration Number: | 5233898 | FOCUS SENIOR BENEFITS | |
| Registration Number: | 5233899 | FOCUS SENIOR BENEFITS, INC | |
| Registration Number: | 4606470 | READY-AGENT | |
| Registration Number: | 5616588 | GOLDENCARE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2136231673 | | |
| <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: | 213-426-2619 | | |
| Email: | aarnelle@goodwinlaw.com | | |
| Correspondent Name: | Amy Arnelle | | |
| Address Line 1: | 601 S. Figueroa St., 41st Floor | | |
| Address Line 4: | Los Angeles, CALIFORNIA 90017 | | |
| ATTORNEY DOCKET NUMBER: | 123442.282773 | | |
| NAME OF SUBMITTER: | Amy Arnelle | | |

OP \$215.00 3202610

| | |
|---|---------------|
| SIGNATURE: | /Amy Arnelle/ |
| DATE SIGNED: | 04/04/2019 |
| Total Attachments: 8 source=Integrity#page1.tif source=Integrity#page2.tif source=Integrity#page3.tif source=Integrity#page4.tif source=Integrity#page5.tif source=Integrity#page6.tif source=Integrity#page7.tif source=Integrity#page8.tif | |

ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT

This Assignment of Trademark Security Agreement (this "Assignment"), dated as of April 3, 2019, is by ANTARES CAPITAL LP., a Delaware limited partnership ("Antares"), acting in its capacity as the transferring collateral agent (in such capacity, the "Former Collateral Agent") and ICG DEBT ADMINISTRATION LLC, a Delaware limited liability company ("ICG"), acting in its capacity as the successor collateral agent (in such capacity, the "New Collateral Agent").

RECITALS:

WHEREAS, each of ADVANCE PLANNING SERVICES, LLC, a Nevada limited liability company; LEGACY SAFEGUARD, LLC, a Nevada limited liability company; GOLDENCARE USA, LLC, a Delaware limited liability company; NEISHLOSS & FLEMING, LLC, a Pennsylvania limited liability company; WPM, LLC, an Arizona limited liability company; and INTEGRITY MARKETING GROUP NEVADA, LLC, a Nevada limited liability company as "Pledgors", and the Former Collateral Agent are parties to that certain Second Lien Trademark Security Agreement, dated as of November 30, 2018 (as the same has been and may hereafter be amended, restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement"; capitalized terms used but not defined herein shall have the meanings set forth in the Trademark Security Agreement), pursuant to which the Pledgors granted to the Former Collateral Agent a security interest in all of its right, title and interest in, to and under certain Trademark Collateral (as that term is defined in the Trademark Security Agreement), including, without limitation, the Trademarks and applications for Trademark registration set forth on Exhibit A attached hereto;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on November 30, 2018, at the following Reel/Frame numbers: 006491/0960; 006492/0001; 006541/0954; 006492/0015; and 006491/0978; and

WHEREAS, pursuant to that certain Agency Transfer Agreement, dated as of April 3, 2019 (the "Transfer Agreement"), by and among the Former Collateral Agent, the New Collateral Agent, and the other parties thereto, among other things, the New Collateral Agent has succeeded to and become vested with all the rights, powers, privileges, discretions, immunities and duties of the Former Collateral Agent in its capacity as "Collateral Agent" under the Loan Documents, including, without limitation, the Trademark Security Agreement.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Former Collateral Agent hereby assigns and transfers (without representation, warranty, or recourse of any kind (either express or implied)) to the New Collateral Agent and its successors and assigns, all of its security interests, Liens and other rights, titles and interests in and to the Trademark Security Agreement and the Trademark Collateral), including, without limitation, the Trademarks and applications for Trademark registration set forth on Exhibit A attached hereto.

Each Pledgor hereby (i) acknowledges and affirms the transfer of the Assigned Security Interests (as defined in the Transfer Agreement) in accordance with the terms and provisions of the Transfer Agreement, including, for the avoidance of doubt, the assignment and transfer contemplated hereby, and (ii) acknowledges, affirms and agrees that the security interest granted to the Former Collateral Agent and transferred, in accordance with the terms and provisions of the Transfer Agreement, to the New Collateral Agent, continues in full force and effect in favor of the New Collateral Agent for its own benefit and for the ratable benefit of all other Secured Parties.

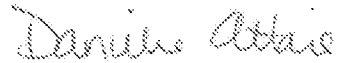
Each Pledgor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Assignment. This Assignment may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Assignment by signing and delivering one or more counterparts. Delivery of an executed counterpart of this Assignment by facsimile transmission or other electronic means shall be as effective as delivery of a manually executed counterpart of this Assignment.

- Remainder of Page Intentionally Left Blank; Signature Page Follows -

IN WITNESS WHEREOF, the Former Collateral Agent and the New Collateral Agent have caused this Assignment to be duly executed as of the date first above written.

FORMER COLLATERAL AGENT:

ANTARES CAPITAL LP, as Former
Collateral Agent



By: _____

Name: Danielle Attaie

Title: Duly Authorized Signatory

NEW COLLATERAL AGENT:

**ICG DEBT ADMINISTRATION LLC, as
Successor Agent**

By: 
Name: Brian Spengler
Title: Authorized Person

PLEDGORS:

ADVANCE PLANNING SERVICES, LLC,

a Nevada limited liability company

By: Premier Planning, LLC, its Sole Member and Manager

By: _____

Name: Steven Sigrist

Title: Vice President

INTEGRITY MARKETING GROUP NEVADA, LLC,

a Nevada limited liability company

LEGACY SAFEGUARD, LLC,

a Nevada limited liability company

By:  _____

Name: Bryan W. Adams

Title: President

GOLDENCARE USA, LLC,

a Delaware limited liability company

NEISHLOSS & FLEMING, LLC,

a Pennsylvania limited liability company

WPM, LLC,

a Arizona limited liability company

By:  _____

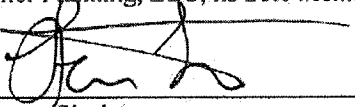
Name: Bryan W. Adams

Title: Chief Executive Officer

[Signature Page to Assignment of Second Lien Trademark Security Agreement]

PLEDGORS:

ADVANCE PLANNING SERVICES, LLC,
a Nevada limited liability company
By: Premier Planning, LLC, its Sole Member and Manager

By: 
Name: Steven Sigrist
Title: Vice President

INTEGRITY MARKETING GROUP NEVADA, LLC,
a Nevada limited liability company
LEGACY SAFEGUARD, LLC,
a Nevada limited liability company

By: _____
Name: Bryan W. Adams
Title: President

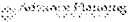

GOLDENCARE USA, LLC,
a Delaware limited liability company
NEISHLOSS & FLEMING, LLC,
a Pennsylvania limited liability company
WPM, LLC,
a Arizona limited liability company

By: _____
Name: Bryan W. Adams
Title: Chief Executive Officer

[Signature Page to Assignment of Second Lien Trademark Security Agreement]

EXHIBIT A

United States Trademark Registrations:

| OWNER | MARK | REGISTRATION NUMBER |
|---------------------------------------|---|---------------------|
| Advance Planning Services, LLC | ADVANCE PLANNING SERVICES and Design  | 3202610 |
| Integrity Marketing Group Nevada, LLC | INTEGRITY MARKETING GROUP | 5140654 |
| Integrity Marketing Group Nevada, LLC | INTEGRITY MARKETING PARTNERS | 5302663 |
| Legacy Safeguard, LLC | LEGACY SAFEGUARD | 5133052 |
| Neishloss & Fleming, Inc. | FOCUS SENIOR BENEFITS | 5233898 |
| Neishloss & Fleming, Inc. | FOCUS SENIOR BENEFITS, INC. and Design  | 5233899 |
| Neishloss & Fleming, Inc. | READY-AGENT | 4606470 |
| Goldencare USA, Inc. | GOLDENCARE | 5616588 |

United States - State Trademark and Trade Name Registrations:

| RECORD OWNER | US STATE | MARK | REGISTRATION NUMBER |
|---------------------------|--------------|---|---------------------|
| Neishloss & Fleming, Inc. | Ohio | FOCUS SENIOR BENEFITS | 4083207 |
| Neishloss & Fleming, Inc. | North Dakota | FOCUS SENIOR BENEFITS | 44232300 |
| Neishloss & Fleming, Inc. | Louisiana | FOCUS SENIOR BENEFITS, INC. | 687625 |
| WPM, LLC | Arizona | WESTERN PENN MARKETING WRITING QUALITY PRODUCTS | 59340 |

| RECORD OWNER | US STATE | MARK | REGISTRATION NUMBER |
|---------------------|-----------------|---|----------------------------|
| WPM, LLC | Arizona | WESTERN PENN MARKETING WRITING QUALITY PRODUCTS | 59341 |
| WPM, LLC | Arizona | “WRITING QUALITY PRODUCTS” | 59339 |
| WPM, LLC | Arizona | WESTERN PENN MARKETING | 623830 |

United States Trademark Applications:

None.

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM516230

| | | | |
|---|--|-----------------------|-----------------------|
| SUBMISSION TYPE: | CORRECTIVE ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Corrective Assignment to correct the Name of the Receiving Party listed as Goldencare USA, Inc. previously recorded on Reel 006501 Frame 0094. Assignor(s) hereby confirms the Name of the Receiving Party is Goldencare USA, LLC. | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Goldencare USA, Inc. | | 10/23/2018 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Goldencare USA, LLC | | |
| Street Address: | 10700 Old County Road 15 | | |
| City: | Plymouth | | |
| State/Country: | MINNESOTA | | |
| Postal Code: | 55441 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 87874141 | GOLDENCARE USA | |
| Serial Number: | 87874341 | GOLDENCARE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 4023909005 | | |
| <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: | 4023909500 | | |
| Email: | ip@koleyjessen.com | | |
| Correspondent Name: | Roberta L. Christensen | | |
| Address Line 1: | 1125 S 103rd Street | | |
| Address Line 2: | One Pacific Place, Suite 800 | | |
| Address Line 4: | Omaha, NEBRASKA 68124 | | |
| ATTORNEY DOCKET NUMBER: | 18636-5009; 18636-5010 | | |
| NAME OF SUBMITTER: | Roberta L. Christensen | | |
| SIGNATURE: | /rlc/ | | |
| DATE SIGNED: | 03/27/2019 | | |
| Total Attachments: 3 | | | |

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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM502101

| | | | |
|---|-------------------------------------|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | NUNC PRO TUNC ASSIGNMENT | | |
| EFFECTIVE DATE: | 06/06/2018 | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Goldencare USA, Inc. | | 10/23/2018 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Goldencare USA, Inc. | | |
| Street Address: | 10700 Old County Rd 15 | | |
| City: | Plymouth | | |
| State/Country: | MINNESOTA | | |
| Postal Code: | 55441 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 87874141 | GOLDENCARE USA | |
| Serial Number: | 87874341 | GOLDENCARE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 5152884860 | | |
| <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: | 5152889589 | | |
| Email: | fix@hslp.com | | |
| Correspondent Name: | Richard L.Fix | | |
| Address Line 1: | 666 Walnut St. | | |
| Address Line 2: | Suite 1552 | | |
| Address Line 4: | Des Moines, IOWA 50309-3971 | | |
| NAME OF SUBMITTER: | Richard L. Fix | | |
| SIGNATURE: | /Richard L. Fix/ | | |
| DATE SIGNED: | 12/14/2018 | | |
| Total Attachments: 2 | | | |
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| source=Goldencare LLC Assignment#page2.tif | | | |

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NUNC PRO TUNC

ASSIGNMENT

WHEREAS, assignment was actually previously made but not formalized, this Assignment is made with the same effect as if regularly done as of a date prior hereto by Goldencare USA, Inc., a Delaware corporation, located and doing business at 10700 Old County Road 15, Plymouth, MN 55441, and is executed by one of its officers; and

WHEREAS, Goldencare USA, Inc., a Delaware corporation, has adopted the following marks, and is the Assignee of Applications for registration in the United States Patent and Trademark Office:

GOLDENCARE USA, US Trademark Application,

Serial No. 87/874,141, filed April 12, 2018,

and

GOLDENCARE, US Trademark Application,

Serial No. 87/874,341, filed April 12, 2018,

and is the sole and exclusive owner of said Applications and the marks described and claimed therein, and all the rights in, to and under the same; and

WHEREAS, Goldencare USA, LLC, a Delaware limited liability company, having its principal place of business at 10700 Old County Road 15, Plymouth, MN 55441, was the successor to Assignor's business effected on June 6, 2018, by conversion of the Delaware corporation to the Delaware limited liability company, and is desirous of acquiring the entire right, title and interest in and to the said Applications;

NOW, THEREFORE, in consideration of and in exchange for the sum of One Dollar (\$1.00) and good and valuable consideration, the receipt of which is hereby acknowledged, the said **Goldencare USA, Inc., a Delaware corporation**, does hereby sell, assign, transfer and set over unto the said **Goldencare USA, LLC, a Delaware limited liability company** its legal representatives, successors and assigns, the entire right, title and interest in and to said marks, and the goodwill of the business associated with the marks, as set forth in the above-mentioned Applications, the same to be held and enjoyed by the said Goldencare USA, LLC, a Delaware limited liability company, for its own enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Goldencare USA, Inc., a Delaware corporation, if this assignment and sale had not been made, together with all claims for damages by reason of past infringement of said marks with the right to sue for and collect the same for its own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Goldencare USA, Inc.,
a Delaware Corporation

Date: 10/23/2018

By: 

Bryan W. Adams
CEO

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM502101

| | | | |
|---|-------------------------------------|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | NUNC PRO TUNC ASSIGNMENT | | |
| EFFECTIVE DATE: | 06/06/2018 | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Goldencare USA, Inc. | | 10/23/2018 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Goldencare USA, Inc. | | |
| Street Address: | 10700 Old County Rd 15 | | |
| City: | Plymouth | | |
| State/Country: | MINNESOTA | | |
| Postal Code: | 55441 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 87874141 | GOLDENCARE USA | |
| Serial Number: | 87874341 | GOLDENCARE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 5152884860 | | |
| <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: | 5152889589 | | |
| Email: | fix@hslp.com | | |
| Correspondent Name: | Richard L.Fix | | |
| Address Line 1: | 666 Walnut St. | | |
| Address Line 2: | Suite 1552 | | |
| Address Line 4: | Des Moines, IOWA 50309-3971 | | |
| NAME OF SUBMITTER: | Richard L. Fix | | |
| SIGNATURE: | /Richard L. Fix/ | | |
| DATE SIGNED: | 12/14/2018 | | |
| Total Attachments: 2 | | | |
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NUNC PRO TUNC

ASSIGNMENT

WHEREAS, assignment was actually previously made but not formalized, this Assignment is made with the same effect as if regularly done as of a date prior hereto by Goldencare USA, Inc., a Delaware corporation, located and doing business at 10700 Old County Road 15, Plymouth, MN 55441, and is executed by one of its officers; and

WHEREAS, Goldencare USA, Inc., a Delaware corporation, has adopted the following marks, and is the Assignee of Applications for registration in the United States Patent and Trademark Office:

GOLDENCARE USA, US Trademark Application,

Serial No. 87/874,141, filed April 12, 2018,

and

GOLDENCARE, US Trademark Application,

Serial No. 87/874,341, filed April 12, 2018,

and is the sole and exclusive owner of said Applications and the marks described and claimed therein, and all the rights in, to and under the same; and

WHEREAS, Goldencare USA, LLC, a Delaware limited liability company, having its principal place of business at 10700 Old County Road 15, Plymouth, MN 55441, was the successor to Assignor's business effected on June 6, 2018, by conversion of the Delaware corporation to the Delaware limited liability company, and is desirous of acquiring the entire right, title and interest in and to the said Applications;

NOW, THEREFORE, in consideration of and in exchange for the sum of One Dollar (\$1.00) and good and valuable consideration, the receipt of which is hereby acknowledged, the said **Goldencare USA, Inc., a Delaware corporation**, does hereby sell, assign, transfer and set over unto the said **Goldencare USA, LLC, a Delaware limited liability company** its legal representatives, successors and assigns, the entire right, title and interest in and to said marks, and the goodwill of the business associated with the marks, as set forth in the above-mentioned Applications, the same to be held and enjoyed by the said Goldencare USA, LLC, a Delaware limited liability company, for its own enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Goldencare USA, Inc., a Delaware corporation, if this assignment and sale had not been made, together with all claims for damages by reason of past infringement of said marks with the right to sue for and collect the same for its own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Goldencare USA, Inc.,
a Delaware Corporation

Date: 10/23/2018

By: 

Bryan W. Adams
CEO

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM500222

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|------------------------------|---|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | First Lien Trademark Security Agreement |
| SEQUENCE: | 5 |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|---------------------|----------|----------------|--|
| Goldencare USA, LLC | | 11/30/2018 | Limited Liability Company: DELAWARE |

RECEIVING PARTY DATA

| | |
|------------------------|---|
| Name: | Antares Capital LP, as collateral agent |
| Street Address: | 280 Park Avenue |
| City: | New York |
| State/Country: | NEW YORK |
| Postal Code: | 10017 |
| Entity Type: | Limited Partnership: DELAWARE |

PROPERTY NUMBERS Total: 1

| Property Type | Number | Word Mark |
|----------------------|---------|------------|
| Registration Number: | 5616588 | GOLDENCARE |

CORRESPONDENCE DATA

Fax Number: 7147558290

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: 714-540-1235

Email: ipdocket@lw.com

Correspondent Name: Latham & Watkins LLP

Address Line 1: 650 Town Center Drive, Suite 2000

Address Line 4: Costa Mesa, CALIFORNIA 92626

| | |
|--------------------------------|-------------|
| ATTORNEY DOCKET NUMBER: | 057121-0352 |
| NAME OF SUBMITTER: | Anna T Kwan |
| SIGNATURE: | /atk/ |
| DATE SIGNED: | 11/30/2018 |

Total Attachments: 7

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FIRST LIEN TRADEMARK SECURITY AGREEMENT

This First Lien Trademark Security Agreement dated as of November 30, 2018 (this “Trademark Security Agreement”), is made by each signatory hereto listed under “Pledgors” (each a “Pledgor” and collectively, the “Pledgors”), in favor of Antares Capital LP, in its capacity as collateral agent for the secured parties (in such capacity, together with its successors and permitted assigns, the “Collateral Agent”) pursuant to that certain First Lien Credit Agreement, dated as of November 30, 2018 (as amended, restated, amended and restated, supplemented, extended, waived, renewed, replaced, refinanced or otherwise modified from time to time, the “Credit Agreement”), by and among, among others, Integrity Marketing Acquisition, LLC, a Delaware limited liability company (the “Initial Borrower” and together with each Additional Borrower from time to time party thereto, collectively, the “Borrowers” and each, individually, a “Borrower”), Integrity Marketing Intermediate, LLC, a Delaware limited liability company, certain subsidiaries and affiliates of the Borrowers from time to time party thereto, the lenders from time to time party thereto and the several agents party thereto, including the Collateral Agent.

W I T N E S S E T H:

WHEREAS, the Pledgors are party to a First Lien Security Agreement of even date with the Credit Agreement (as amended, restated, amended and restated, supplemented, waived, renewed, replaced or otherwise modified from time to time, the “Security Agreement”) in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, each Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement, or if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in all of the right, title and interest of such Pledgor in, to and under all the following Pledged Collateral, in each case excluding Excluded Property (collectively, the “Trademark Collateral”):

- (a) all Trademarks, including, without limitation, the United States registered Trademarks and applications for Trademark registration, listed on Schedule 1 attached hereto, together with any and all (i) rights and privileges arising under applicable Legal Requirements with respect to the use or ownership of any of the foregoing, (ii) goodwill associated therewith, (iii) continuations, extensions and renewals thereof and amendments thereto; and
- (b) all Proceeds of any and all of the foregoing.

Notwithstanding the foregoing, no grant of any Lien or security interest shall be deemed granted hereunder on or in any "intent to use" Trademark application for which a Statement of Use or Amendment to Allege Use, as applicable, has not been filed and accepted with the United States Patent and Trademark Office.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and the Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Recordation. Each Pledgor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery of an executed counterpart of this Trademark Security Agreement by facsimile or other electronic means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

SECTION 6. Governing Law. This Trademark Security Agreement shall be construed in accordance with and governed by the law of the State of New York. The terms of Section 10.09(b) and Section 10.10 of the Credit Agreement are incorporated herein mutatis mutandis.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, each Pledgor has caused this First Lien Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

PLEDGORS:

ADVANCE PLANNING SERVICES, LLC,
a Nevada limited liability company


LEGACY SAFEGUARD, LLC,
a Nevada limited liability company

By: 
Name: Bryan W. Adams
Title: President

GOLDENCARE USA, LLC,
a Delaware limited liability company

NEISHLOSS & FLEMING, LLC,
a Pennsylvania limited liability company

WPM, LLC,
a Arizona limited liability company


By: 
Name: Bryan W. Adams
Title: Chief Executive Officer

[Signature Page to First Lien Trademark Security Agreement]

IN WITNESS WHEREOF, each Pledgor has caused this First Lien Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

PLEDGORS:

INTEGRITY MARKETING GROUP NEVADA, LLC,
a Nevada limited liability company

By: 
Name: Bryan W. Adams
Title: President

[Signature Page to First Lien Trademark Security Agreement]

Accepted and Agreed:

ANTARES CAPITAL LP,
as Collateral Agent

By: *Danielle Attaie*

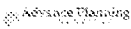

Name: Danielle Attaie

Title: Its Duly Authorized Signatory

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

United States Trademark Registrations:

| OWNER | MARK | REGISTRATION NUMBER |
|--|---|---------------------|
| Advance Planning Services, LLC | ADVANCE PLANNING SERVICES and Design  | 3202610 |
| Integrity Marketing Group Nevada, LLC ¹ | INTEGRITY MARKETING GROUP | 5140654 |
| Integrity Marketing Group Nevada, LLC ² | INTEGRITY MARKETING PARTNERS | 5302663 |
| Legacy Safeguard, LLC | LEGACY SAFEGUARD | 5133052 |
| Neishloss & Fleming, Inc. | FOCUS SENIOR BENEFITS | 5233898 |
| Neishloss & Fleming, Inc. | FOCUS SENIOR BENEFITS, INC. and Design  | 5233899 |
| Neishloss & Fleming, Inc. | READY-AGENT | 4606470 |
| Goldencare USA, Inc. | GOLDENCARE | 5616588 |

United States State Trademark Registrations:

| RECORD OWNER | US STATE | MARK | REGISTRATION NUMBER |
|---------------------------|----------|-----------------------|---------------------|
| Neishloss & Fleming, Inc. | Ohio | FOCUS SENIOR BENEFITS | 4083207 |

¹ The Change of Name from Integrity Marketing Group, LLC in favor of Integrity Marketing Group Nevada, LLC against U.S. trademark registration no. 5140654 has been filed with the USPTO and is pending.

² The Change of Name from Integrity Marketing Group, LLC in favor of Integrity Marketing Group Nevada, LLC against U.S. trademark registration no. 5302663 has been filed with the USPTO and is pending.

| | | | |
|---------------------------|--------------|---|----------|
| Neishloss & Fleming, Inc. | North Dakota | FOCUS SENIOR BENEFITS | 44232300 |
| Neishloss & Fleming, Inc. | Louisiana | FOCUS SENIOR BENEFITS, INC. | 687625 |
| WPM, LLC | Arizona | WESTERN PENN MARKETING WRITING QUALITY PRODUCTS | 59340 |
| WPM, LLC | Arizona | WESTERN PENN MARKETING WRITING QUALITY PRODUCTS | 59341 |
| WPM, LLC | Arizona | "WRITING QUALITY PRODUCTS" | 59339 |
| WPM, LLC | Arizona | WESTERN PENN MARKETING | 623830 |

United States Trademark Applications:

None.

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM500271

| | | | |
|---|--|-----------------------|-------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | RELEASE OF SECURITY INTEREST IN TRADEMARKS RECORDED AT REEL/FRAME NO.: 6418/0110 | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| ANTARES CAPITAL LP, AS ADMINISTRATIVE AGENT AND COLLATERAL AGENT | | 11/30/2018 | Limited Partnership: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | GOLDENCARE USA, LLC | | |
| Street Address: | 10700 Old County Road 15 | | |
| Internal Address: | Suite 450 | | |
| City: | Plymouth | | |
| State/Country: | MINNESOTA | | |
| Postal Code: | 55441 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 87874341 | GOLDENCARE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 4154391500 | | |
| <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> | | | |
| Email: | maria.banda@kirkland.com | | |
| Correspondent Name: | Maria Banda | | |
| Address Line 1: | Kirkland & Ellis, LLP | | |
| Address Line 2: | 555 California Street, Suite 2700 | | |
| Address Line 4: | San Francisco, CALIFORNIA 94104 | | |
| ATTORNEY DOCKET NUMBER: | 26180-14 | | |
| NAME OF SUBMITTER: | Maria Banda | | |
| SIGNATURE: | /Maria Banda/ | | |
| DATE SIGNED: | 11/30/2018 | | |
| Total Attachments: 4 | | | |
| source=ESCROW - Integrity (2018) - 1L - Payoff Letter (Nov-30-18)_Releasing R-F 6418-0110#page1.tif | | | |

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source=ESCROW - Integrity (2018) - 1L - Payoff Letter (Nov-30-18)_Releasing R-F 6418-0110#page3.tif
source=ESCROW - Integrity (2018) - 1L - Payoff Letter (Nov-30-18)_Releasing R-F 6418-0110#page4.tif

TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT is made as of November 30, 2018, by ANTARES CAPITAL LP, as Administrative Agent for certain lenders and as Collateral Agent for certain secured parties (in such capacities, the "Secured Party"). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Security Agreement (as defined below).

WITNESSETH:

WHEREAS, GOLDENCARE USA, LLC, a Delaware limited liability company ("Pledgor"), and Secured Party were parties to that certain Trademark Security Agreement dated as of August 17, 2018 (the "Security Agreement") pursuant to which Pledgor granted a security interest to Secured Party in certain Trademarks and Trademark Collateral (as defined below) as security for certain obligations owing by Pledgor to Secured Party, including the Trademarks set forth on Schedule 1 hereto;

WHEREAS, the Security Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on August 18, 2018, at Reel 6418, Frame 0110 to 0117;

WHEREAS, Pledgor has requested that Secured Party terminate and release its security interest in and liens on the Trademarks and Trademark Collateral and reassign any and all rights in the same to Pledgor; and

WHEREAS, Pledgor has satisfied and fulfilled all of its obligations to release the Secured Party's security interest in the Trademarks and Trademark Collateral.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

1. Secured Party hereby terminates, releases and discharges its continuing security interest in and liens on Pledgor's entire right, title and interest in and to any collateral in respect of which a security interest was granted to Secured Party under the Security Agreement, including the following, whether owned or existing at the time of the Security Agreement or thereafter created, acquired or arising (all such items or types of property being herein collectively referred to as the "Trademark Collateral"):

(i) each Trademark listed on Schedule A annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(ii) all products and proceeds of the foregoing, including without limitation, any claim by Pledgor against third parties for past, present or future (a) infringement or dilution of each such Trademark, or (b) injury to the goodwill associated with each such Trademark.

2. Secured Party hereby reassigns, grants and conveys to Pledgor, without any representation, recourse or undertaking by Secured Party, any and all of Secured Party's right, title and interest in and to the Trademarks and the Trademark Collateral.

3. The laws of the State of New York shall govern all matters arising out of, in connection with or relating to this Trademark Release and Reassignment, including, its validity, interpretation, construction, performance and enforcement (including, any claims sounding in contract or tort law arising out of the subject matter hereof and any determinations with respect to post judgment interest).

4. This Trademark Release and Reassignment may be executed in any number of counterparts and delivered by facsimile or otherwise electronically, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same document.

[Signature Page Follows]

IN WITNESS WHEREOF, Secured Party has caused this Trademark Release and Reassignment to be executed as of the day and year first above written.

ANTARES CAPITAL LP

By: *Danielle Attaie*
Name: Danielle Attaie
Title: Duly Authorized Signatory

SCHEDULE A

1. Registered Trademarks

None.

2. Trademark Applications

| Mark | Application No. | Owner |
|------------|-----------------|---------------------|
| GOLDENCARE | 87874341 | GOLDENCARE USA, LLC |

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM500282

| | | | |
|---|--|-----------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | RELEASE OF SECURITY INTEREST IN TRADEMARKS RECORDED AT REEL/FRAME NO.: 6418/0887 | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| WILMINGTON TRUST, NATIONAL ASSOCIATION, AS COLLATERAL AGENT | | 11/30/2018 | National Banking Association: UNITED STATES |
| RECEIVING PARTY DATA | | | |
| Name: | GOLDENCARE USA, LLC | | |
| Street Address: | 10700 Old County Road 15 | | |
| Internal Address: | Suite 450 | | |
| City: | Plymouth | | |
| State/Country: | MINNESOTA | | |
| Postal Code: | 55441 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 87874341 | GOLDENCARE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 4154391500 | | |
| <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> | | | |
| Email: | maria.banda@kirkland.com | | |
| Correspondent Name: | Maria Banda | | |
| Address Line 1: | Kirkland & Ellis, LLP | | |
| Address Line 2: | 555 California Street, Suite 2700 | | |
| Address Line 4: | San Francisco, CALIFORNIA 94104 | | |
| ATTORNEY DOCKET NUMBER: | 26180-14 | | |
| NAME OF SUBMITTER: | Maria Banda | | |
| SIGNATURE: | /Maria Banda/ | | |
| DATE SIGNED: | 11/30/2018 | | |
| Total Attachments: 4 | | | |
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TRADEMARK

REEL: 006492 FRAME: 0367

TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT is made as of November 30, 2018, by WILMINGTON TRUST, NATIONAL ASSOCIATION, as collateral agent for certain secured parties (in such capacity, the "Collateral Agent"). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Security Agreement (as defined below).

WITNESSETH:

WHEREAS, GOLDENCARE USA, LLC, a Delaware limited liability company ("Pledgor"), and Collateral Agent were parties to that certain Trademark Security Agreement dated as of August 17, 2018 (the "Security Agreement") pursuant to which Pledgor granted a security interest to Collateral Agent in certain Trademark Collateral (as defined below) as security for the Obligations (as defined in the Credit Agreement referred to in the Security Agreement), including the trademark registrations and applications set forth on Schedule 1 hereto;

WHEREAS, the Security Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on August 20, 2018, at Reel 6418, Frame 0887 to 0894;

WHEREAS, Pledgor has requested that Collateral Agent terminate and release its security interest in and liens on the Trademark Collateral and reassign any and all rights in the same to Pledgor; and

WHEREAS, Pledgor has satisfied and fulfilled all of its obligations to release the Collateral Agent's security interest in the Trademark Collateral.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

1. Collateral Agent hereby terminates, releases and discharges its continuing security interest in and liens on Pledgor's entire right, title and interest in and to any collateral in respect of which a security interest was granted to Collateral Agent under the Security Agreement, including the following, whether owned or existing at the time of the Security Agreement or thereafter created, acquired or arising (all such items or types of property being herein collectively referred to as the "Trademark Collateral"):

(i) each trademark registration and application listed on Schedule A annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark registration and application; and

(ii) all products and proceeds of the foregoing, including without limitation, any claim by Pledgor against third parties for past, present or future (a) infringement or dilution of each such trademark registration and application, or (b) injury to the goodwill associated with each such trademark registration and application.

2. Collateral Agent hereby reassigns, grants and conveys to Pledgor, without any representation, recourse or undertaking by Collateral Agent, any and all of Collateral Agent's right, title and interest in and to the Trademark Collateral.

3. The laws of the State of New York shall govern all matters arising out of, in connection with or relating to this Trademark Release and Reassignment, including, its validity, interpretation,

construction, performance and enforcement (including, any claims sounding in contract or tort law arising out of the subject matter hereof and any determinations with respect to post judgment interest).

4. This Trademark Release and Reassignment may be executed in any number of counterparts and delivered by facsimile or otherwise electronically, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same document.

[Signature Page Follows]

IN WITNESS WHEREOF, Collateral Agent has caused this Trademark Release and Reassignment to be executed as of the day and year first above written.

**WILMINGTON TRUST, NATIONAL
ASSOCIATION, as Collateral Agent**

By: 
Name: Jeffrey Rose
Title: Vice President

Trademark Release and Reassignment

**TRADEMARK
REEL: 006492 FRAME: 0370**

SCHEDULE A

1. Registered Trademarks

None.

2. Trademark Applications

| Mark | Application No. | Owner |
|------------|-----------------|---------------------|
| GOLDENCARE | 87874341 | GOLDENCARE USA, LLC |

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM500240

| | | | |
|---|--|-----------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Second Lien Trademark Security Agreement | | |
| SEQUENCE: | 10 | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Goldencare USA, LLC | | 11/30/2018 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Antares Capital LP, as collateral agent | | |
| Street Address: | 280 Park Avenue | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10017 | | |
| Entity Type: | Limited Partnership: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 5616588 | GOLDENCARE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 7147558290 | | |
| <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: | 714-540-1235 | | |
| Email: | ipdocket@lw.com | | |
| Correspondent Name: | Latham & Watkins LLP | | |
| Address Line 1: | 650 Town Center Drive, Suite 2000 | | |
| Address Line 4: | Costa Mesa, CALIFORNIA 92626 | | |
| ATTORNEY DOCKET NUMBER: | 057121-0352 | | |
| NAME OF SUBMITTER: | Anna T Kwan | | |
| SIGNATURE: | /atk/ | | |
| DATE SIGNED: | 11/30/2018 | | |
| Total Attachments: 8 | | | |
| source=Integrity - Second Lien Trademark Security Agreement Executed#page1.tif | | | |
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| source=Integrity - Second Lien Trademark Security Agreement Executed#page3.tif | | | |

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source=Integrity - Second Lien Trademark Security Agreement Executed#page7.tif
source=Integrity - Second Lien Trademark Security Agreement Executed#page8.tif

SECOND LIEN TRADEMARK SECURITY AGREEMENT

This Second Lien Trademark Security Agreement dated as of November 30, 2018 (this "Trademark Security Agreement"), is made by each signatory hereto listed under "Pledgors" (each a "Pledgor" and collectively, the "Pledgors"), in favor of Antares Capital LP, in its capacity as collateral agent for the secured parties (in such capacity, together with its successors and permitted assigns, the "Collateral Agent") pursuant to that certain Second Lien Credit Agreement, dated as of November 30, 2018 (as amended, restated, amended and restated, supplemented, extended, waived, renewed, replaced, refinanced or otherwise modified from time to time, the "Credit Agreement"), by and among, among others, Integrity Marketing Acquisition, LLC, a Delaware limited liability company (the "Initial Borrower" and together with each Additional Borrower from time to time party thereto, collectively, the "Borrowers" and each, individually, a "Borrower"), Integrity Marketing Intermediate, LLC, a Delaware limited liability company, certain subsidiaries and affiliates of the Borrowers from time to time party thereto, the lenders from time to time party thereto and the several agents party thereto, including the Collateral Agent.

W I T N E S S E T H:

WHEREAS, the Pledgors are party to a Second Lien Security Agreement of even date with the Credit Agreement (as amended, restated, amended and restated, supplemented, waived, renewed, replaced or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, each Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement, or if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in all of the right, title and interest of such Pledgor in, to and under all the following Pledged Collateral, in each case excluding Excluded Property (collectively, the "Trademark Collateral"):

- (a) all Trademarks, including, without limitation, the United States registered Trademarks and applications for Trademark registration, listed on Schedule 1 attached hereto, together with any and all (i) rights and privileges arising under applicable Legal Requirements with respect to the use or ownership of any of the foregoing, (ii) goodwill associated therewith, (iii) continuations, extensions and renewals thereof and amendments thereto; and
- (b) all Proceeds of any and all of the foregoing.

Notwithstanding the foregoing, no grant of any Lien or security interest shall be deemed granted hereunder on or in any “intent to use” Trademark application for which a Statement of Use or Amendment to Allege Use, as applicable, has not been filed and accepted with the United States Patent and Trademark Office.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and the Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Recordation. Each Pledgor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery of an executed counterpart of this Trademark Security Agreement by facsimile or other electronic means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

SECTION 6. Governing Law. This Trademark Security Agreement shall be construed in accordance with and governed by the law of the State of New York. The terms of Section 10.09(b) and Section 10.10 of the Credit Agreement are incorporated herein mutatis mutandis.

SECTION 7. Intercreditor Agreement. Reference is made to the Intercreditor Agreement, dated as of November 30, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Intercreditor Agreement”), among the Borrowers, Holdings, each Subsidiary of a Borrower party thereto as a “Grantor”, Antares Capital LP, as Initial First Priority Representative (as defined therein), Antares Capital LP, as Initial Second Priority Representative (as defined therein), and each additional Representative (as defined therein) from time to time party thereto. Notwithstanding anything herein to the contrary, the priority of the lien and security interest granted to the Collateral Agent, for the benefit of the Secured Parties, pursuant to this Trademark Security Agreement and the exercise of any right or remedy by the Collateral Agent and the other Secured Parties hereunder are subject to the provisions of the Intercreditor Agreement. In the event of any conflict or inconsistency between any of the provisions of the Intercreditor Agreement, this Trademark Security Agreement and the Credit Agreement regarding the priority of the lien and security interest granted to the

Collateral Agent and the exercise of any right or remedy by the Collateral Agent, the provisions of the Intercreditor Agreement shall govern.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, each Pledgor has caused this Second Lien Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

PLEDGORS:

ADVANCE PLANNING SERVICES, LLC,
a Nevada limited liability company


LEGACY SAFEGUARD, LLC,
a Nevada limited liability company

By: 
Name: Bryan W. Adams
Title: President

GOLDENCARE USA, LLC,
a Delaware limited liability company

NEISHLOSS & FLEMING, LLC,
a Pennsylvania limited liability company

WPM, LLC,
a Arizona limited liability company

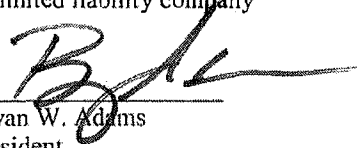
By: 
Name: Bryan W. Adams
Title: Chief Executive Officer

[Signature Page to Second Lien Trademark Security Agreement]

IN WITNESS WHEREOF, each Pledgor has caused this Second Lien Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

PLEDGORS:

INTEGRITY MARKETING GROUP NEVADA, LLC,
a Nevada limited liability company

By: 
Name: Bryan W. Adams
Title: President

[Signature Page to Second Lien Trademark Security Agreement]

Accepted and Agreed:

ANTARES CAPITAL LP,
as Collateral Agent



By: _____

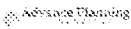

Name: Danielle Attaie

Title: Its Duly Authorized Signatory

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

United States Trademark Registrations:

| OWNER | MARK | REGISTRATION NUMBER |
|--|---|---------------------|
| Advance Planning Services, LLC | ADVANCE PLANNING SERVICES and Design  | 3202610 |
| Integrity Marketing Group Nevada, LLC ¹ | INTEGRITY MARKETING GROUP | 5140654 |
| Integrity Marketing Group Nevada, LLC ² | INTEGRITY MARKETING PARTNERS | 5302663 |
| Legacy Safeguard, LLC | LEGACY SAFEGUARD | 5133052 |
| Neishloss & Fleming, Inc. | FOCUS SENIOR BENEFITS | 5233898 |
| Neishloss & Fleming, Inc. | FOCUS SENIOR BENEFITS, INC. and Design  | 5233899 |
| Neishloss & Fleming, Inc. | READY-AGENT | 4606470 |
| Goldencare USA, Inc. | GOLDENCARE | 5616588 |

United States State Trademark Registrations:

| RECORD OWNER | US STATE | MARK | REGISTRATION NUMBER |
|---------------------------|----------|-----------------------|---------------------|
| Neishloss & Fleming, Inc. | Ohio | FOCUS SENIOR BENEFITS | 4083207 |

¹ The Change of Name from Integrity Marketing Group, LLC in favor of Integrity Marketing Group Nevada, LLC against U.S. trademark registration no. 5140654 has been filed with the USPTO and is pending.

² The Change of Name from Integrity Marketing Group, LLC in favor of Integrity Marketing Group Nevada, LLC against U.S. trademark registration no. 5302663 has been filed with the USPTO and is pending.

| | | | |
|---------------------------|--------------|---|----------|
| Neishloss & Fleming, Inc. | North Dakota | FOCUS SENIOR BENEFITS | 44232300 |
| Neishloss & Fleming, Inc. | Louisiana | FOCUS SENIOR BENEFITS, INC. | 687625 |
| WPM, LLC | Arizona | WESTERN PENN MARKETING WRITING QUALITY PRODUCTS | 59340 |
| WPM, LLC | Arizona | WESTERN PENN MARKETING WRITING QUALITY PRODUCTS | 59341 |
| WPM, LLC | Arizona | "WRITING QUALITY PRODUCTS" | 59339 |
| WPM, LLC | Arizona | WESTERN PENN MARKETING | 623830 |

United States Trademark Applications:

None.

900471294 10/24/2018

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM495282

| | | | |
|---|-------------------------------------|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | NUNC. PRO TUNC ASSIGNMENT | | |
| EFFECTIVE DATE: | 06/06/2018 | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Goldencare USA, Inc. | | 10/23/2018 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Goldencare USA, LLC | | |
| Street Address: | 10700 Old County Rd 15 | | |
| City: | Plymouth | | |
| State/Country: | MINNESOTA | | |
| Postal Code: | 55441 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 87874141 | GOLDENCARE USA | |
| Serial Number: | 87874341 | GOLDENCARE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 5152884860 | | |
| <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: | 5152889589 | | |
| Email: | fix@hslp.com | | |
| Correspondent Name: | Richard L.Fix | | |
| Address Line 1: | 666 Walnut St. | | |
| Address Line 4: | Des Moines, IOWA 50309-3971 | | |
| NAME OF SUBMITTER: | Richard L. Fix | | |
| SIGNATURE: | /Richard L. Fix/ | | |
| DATE SIGNED: | 10/24/2018 | | |
| Total Attachments: 2 | | | |
| source=Goldencare LLC Assignment#page1.tif | | | |
| source=Goldencare LLC Assignment#page2.tif | | | |

OP \$65.00 87874141

NUNC PRO TUNC

ASSIGNMENT

WHEREAS, assignment was actually previously made but not formalized, this Assignment is made with the same effect as if regularly done as of a date prior hereto by Goldencare USA, Inc., a Delaware corporation, located and doing business at 10700 Old County Road 15, Plymouth, MN 55441, and is executed by one of its officers; and

WHEREAS, Goldencare USA, Inc., a Delaware corporation, has adopted the following marks, and is the Assignee of Applications for registration in the United States Patent and Trademark Office:

GOLDENCARE USA, US Trademark Application,

Serial No. 87/874,141, filed April 12, 2018,

and

GOLDENCARE, US Trademark Application,

Serial No. 87/874,341, filed April 12, 2018,

and is the sole and exclusive owner of said Applications and the marks described and claimed therein, and all the rights in, to and under the same; and

WHEREAS, Goldencare USA, LLC, a Delaware limited liability company, having its principal place of business at 10700 Old County Road 15, Plymouth, MN 55441, was the successor to Assignor's business effected on June 6, 2018, by conversion of the Delaware corporation to the Delaware limited liability company, and is desirous of acquiring the entire right, title and interest in and to the said Applications;

NOW, THEREFORE, in consideration of and in exchange for the sum of One Dollar (\$1.00) and good and valuable consideration, the receipt of which is hereby acknowledged, the said **Goldencare USA, Inc., a Delaware corporation**, does hereby sell, assign, transfer and set over unto the said **Goldencare USA, LLC, a Delaware limited liability company** its legal representatives, successors and assigns, the entire right, title and interest in and to said marks, and the goodwill of the business associated with the marks, as set forth in the above-mentioned Applications, the same to be held and enjoyed by the said Goldencare USA, LLC, a Delaware limited liability company, for its own enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Goldencare USA, Inc., a Delaware corporation, if this assignment and sale had not been made, together with all claims for damages by reason of past infringement of said marks with the right to sue for and collect the same for its own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Goldencare USA, Inc.,
a Delaware Corporation

Date: 10/23/2018

By: 

Bryan W. Adams
CEO

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM495039

| | | | |
|---|-----------------------------|-----------------------|------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | NUNC PRO TUNC ASSIGNMENT | | |
| EFFECTIVE DATE: | 05/09/2018 | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| GoldenCare USA, Inc. | | 10/16/2018 | Corporation: MINNESOTA |
| RECEIVING PARTY DATA | | | |
| Name: | Goldencare USA, Inc. | | |
| Street Address: | 10700 Old County Rd 15 | | |
| City: | Plymouth | | |
| State/Country: | MINNESOTA | | |
| Postal Code: | 55441 | | |
| Entity Type: | Corporation: DELAWARE | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 87874141 | GOLDENCARE USA | |
| Serial Number: | 87874341 | GOLDENCARE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 5152884860 | | |
| <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: | 515-288-9589 | | |
| Email: | fix@hslp.com | | |
| Correspondent Name: | Richard L.Fix | | |
| Address Line 1: | 666 Walnut St. | | |
| Address Line 2: | Suite 1552 | | |
| Address Line 4: | Des Moines, IOWA 50309-3971 | | |
| NAME OF SUBMITTER: | Richard L. Fix | | |
| SIGNATURE: | /Richard L. Fix/ | | |
| DATE SIGNED: | 10/23/2018 | | |
| Total Attachments: 2 | | | |
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| source=Nunc Pro Tunc Assignment_Executed#page2.tif | | | |

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NUNC PRO TUNC

ASSIGNMENT

WHEREAS, assignment was actually previously made but not formalized, this Assignment is made with the same effect as if regularly done as of a date prior hereto by Goldencare USA, Inc., a Minnesota corporation, located and doing business at Suite 450, 10700 Old County Road 15, Plymouth, MN 55441, and is executed by one of its officers; and

WHEREAS, Goldencare USA, Inc., a Minnesota corporation, has adopted the following marks, and has applied for registrations in the United States Patent and Trademark Office:

GOLDENCARE USA, US Trademark Application,

Serial No. 87/874,141, filed April 12, 2018,

and

GOLDENCARE, US Trademark Application,

Serial No. 87/874,341, filed April 12, 2018,

and is the sole and exclusive owner of said Applications and the marks described and claimed therein, and all the rights in, to and under the same; and

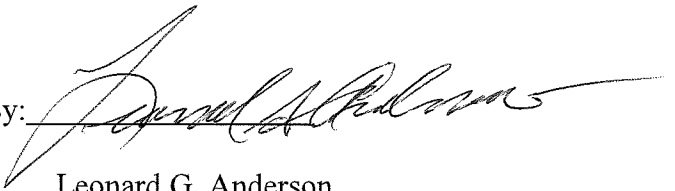
WHEREAS, Goldencare USA, Inc., a Delaware corporation, having its principal place of business at 10700 Old County Road 15, Plymouth, MN 55441, was the successor to Assignor's business effected on May 9, 2018, by conversion of the Minnesota corporation to the Delaware corporation, and is desirous of acquiring the entire right, title and interest in and to the said Applications;

**TRADEMARK
REEL: 006463 FRAME: 0889**

Goldencare USA, Inc., a Minnesota corporation, does hereby sell, assign, transfer and set over unto the said **Goldencare USA, Inc., a Delaware corporation** its legal representatives, successors and assigns, the entire right, title and interest in and to said marks, and the goodwill of the business associated with the marks, as set forth in the above-mentioned Applications, the same to be held and enjoyed by the said Goldencare USA, Inc., a Delaware corporation, for its own enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Goldencare USA, Inc., a Minnesota corporation, if this assignment and sale had not been made, together with all claims for damages by reason of past infringement of said marks with the right to sue for and collect the same for its own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Goldencare USA, Inc.,
a Minnesota Corporation

Date: 10/16/18

By: 

Leonard G. Anderson
President

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM486693

| | | | |
|---|---|-----------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| GOLDENCARE USA, LLC | | 08/17/2018 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | WILMINGTON TRUST, NATIONAL ASSOCIATION | | |
| Street Address: | 1100 NORTH MARKET STREET | | |
| City: | WILMINGTON | | |
| State/Country: | DELAWARE | | |
| Postal Code: | 19890 | | |
| Entity Type: | National Banking Association: UNITED STATES | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 87874341 | GOLDENCARE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 3105572900 | | |
| <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: | 310-557-2900 | | |
| Email: | klathrop@proskauer.com | | |
| Correspondent Name: | PROSKAUER ROSE LLP | | |
| Address Line 1: | 2049 CENTURY PARK EAST, SUITE 3200 | | |
| Address Line 2: | C/O KIMBERLEY A. LATHROP | | |
| Address Line 4: | LOS ANGELES, CALIFORNIA 90067 | | |
| ATTORNEY DOCKET NUMBER: | 45770.005 | | |
| NAME OF SUBMITTER: | Kimberley A. Lathrop | | |
| SIGNATURE: | /Kimberley A. Lathrop/ | | |
| DATE SIGNED: | 08/20/2018 | | |
| Total Attachments: 6 | | | |
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| source=Integrity -- Trademark Security Agreement (2L) (Executed)#page2.tif | | | |
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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement dated as of August 17, 2018 (this "Trademark Security Agreement"), is made by the Pledgor that is a signatory hereto, in favor of Wilmington Trust, National Association ("Wilmington"), in its capacity as collateral agent for the secured parties (in such capacity, the "Collateral Agent") pursuant to that certain Second Lien Credit Agreement, dated as of July 1, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Integrity Marketing Acquisition, LLC, a Delaware limited liability company ("Holdings"), Integrity Marketing Partners, LLC (f/k/a Coalescent Financial Group, LLC), a Delaware limited liability company ("IMP"), Premier Senior Marketing, LLC, a Delaware limited liability company ("PSM"), AIMC, LLC, a Georgia limited liability company ("AIMC"); and together with IMP and PSM, each a "Borrower" and collectively, the "Borrowers"), each of the other Guarantors upon becoming a party hereto, the Lenders, the Collateral Agent and Wilmington, as administrative agent (in such capacity, "Administrative Agent") for the Lenders.

W I T N E S S E T H:

WHEREAS, the Pledgor is party to a Second Lien Security Agreement of even date with the Credit Agreement (as amended, amended and restated, supplemented, waived or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement, or if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of Pledgor, in each case excluding Excluded Property (collectively, the "Trademark Collateral"):

(a) all trademarks (including service marks), slogans, logos, designs, certification marks, trade dress, corporate names, trade names, domain names or other indicia of source, whether registered or unregistered, owned by, assigned to, or in the case of intent-to-use trademarks, held for use by Pledgor and all registrations and applications for the foregoing (whether statutory or common law and whether established or registered in the United States or any other country or any political subdivision thereof), including, without limitation, those United States trademark registrations and applications listed on Schedule 1 attached hereto;

(b) rights and privileges arising under applicable Legal Requirements with respect to Pledgor's use of any of the foregoing;

(c) Goodwill associated therewith;

(d) continuations, extensions and renewals thereof and amendments thereto;

(e) income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including damages, claims and payments for past, present or future infringements, dilutions or violations thereof or unfair competition therewith;

(f) rights corresponding thereto throughout the world;

(g) rights to sue for past, present and future infringements, dilutions or violations thereof or unfair competition therewith; and

(h) all Proceeds and products of each of the foregoing and all accessions to, substitutions and replacements for, and rents, profits and products of, each of the foregoing, and any and all Proceeds of any insurance, indemnity, warranty or guaranty payable to Pledgor from time to time with respect to any of the foregoing (in each case, other than Excluded Property). Notwithstanding anything to the contrary contained in clauses (a) through (g), the second priority security interest (subject to Permitted Liens) created by this Trademark Security Agreement shall not extend to, and the term "Trademark Collateral" shall not include, any intent-to-use trademark application until an Amendment to Allege Use or a verified Statement of Use has been filed with and accepted by the USPTO with respect to such intent-to-use trademark application. but only if and to the extent that the granting of a security interest in such application would impair the validity or enforceability of such application or any resulting registration; provided, that, to the extent such application is excluded from the Trademark Collateral, then upon the submission of evidence of use of such trademark, and acceptance thereof by, the USPTO, such trademark application shall automatically be included in the Trademark Collateral and will no longer constitute Excluded Property, without further action on any party's part.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. This Trademark Security Agreement shall automatically and immediately terminate and the Pledged Collateral shall automatically and immediately be released from the Lien of this Agreement and the other Loan Documents when the Term Loan Commitments have been terminated and the principal of and interest and premium (if any) on each Term Loan, all Fees and all other expenses or amounts payable under any Loan Document shall have been paid in full in accordance with the terms of the Credit Agreement (other than contingent indemnification obligations and unasserted expense reimbursement obligations). Upon termination hereof, the security interests granted hereby shall automatically and immediately terminate and all rights to the Pledged Collateral shall automatically and immediately revert to Pledgor or to such other person as may be entitled thereto pursuant to any applicable Legal Requirement. Upon any Asset Sale of Pledged Collateral permitted under Section 6.05 of the Credit Agreement (other than any Asset Sale to another Pledgor) the security interest in such Pledged Collateral shall automatically and immediately terminate. Upon termination hereof or any such Asset Sale, permitted disposition (other than to another Pledgor) or release of Pledged Collateral in accordance with the provisions of the Credit Agreement, the Collateral Agent (acting at the written direction of the Required Lenders) shall on the date thereof and at such other times promptly upon the request of Pledgor, at the sole reasonable cost and expense of Pledgor, assign, transfer and deliver to Pledgor, against receipt and without recourse to or warranty by the Collateral Agent except that the Collateral Agent has not assigned or otherwise transferred its security interest in the Pledged Collateral,

such of the Pledged Collateral to be released (in the case of a release) as may be in possession or control of the Collateral Agent, and, with respect to any other Pledged Collateral, with such endorsements or proper documents and instruments (including UCC-3 termination statements or releases) acknowledging the termination hereof or the release of such Pledged Collateral, as the case may be; provided, that the Borrowers have in all cases (other than in the case of a termination described in the first sentence of this Section 4) delivered a certificate executed by a Responsible Officer of the Borrowers stating that the Asset Sale, permitted disposition or release of the Pledged Collateral, as applicable, and the related release of the Pledged Collateral is permitted under the Credit Agreement and the other Loan Documents (and the Secured Parties, by accepting the benefits hereof, hereby authorize and direct the Collateral Agent to conclusively rely on such certificate in performing its obligations under this Section 4).

SECTION 5. Recordation. The Pledgor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 6. Counterparts. This Trademark Security Agreement and any amendments, waivers, consents or supplements hereto may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original, but all such counterparts together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Trademark Security Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

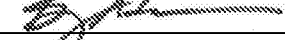
SECTION 7. Governing Law. This Trademark Security Agreement shall be construed in accordance with and governed by the law of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

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IN WITNESS WHEREOF, Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

PLEDGOR

GOLDENCARE USA, LLC

By:  _____

Name: Bryan W. Adams

Title: Chief Executive Officer

Accepted and Agreed:

WILMINGTON TRUST, NATIONAL ASSOCIATION,
as Collateral Agent

By: Alisha M. Clendaniel
Name: Alisha Clendaniel
Title: Assistant Vice President

Signature Page to
Second Lien Trademark Security Agreement

TRADEMARK
REEL: 006418 FRAME: 0893

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

United States Trademark Registrations:

None.

United States Trademark Applications:

| OWNER | TITLE | APPLICATION NUMBER |
|---------------------|------------|--------------------|
| GoldenCare USA, LLC | GOLDENCARE | 87874341 |

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM486591

| | | | |
|---|---|-----------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Goldencare USA, LLC | | 08/17/2018 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Antares Capital LP, as Administrative Agent | | |
| Street Address: | 500 W Monroe St | | |
| City: | Chicago | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60661 | | |
| Entity Type: | Limited Partnership: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 87874341 | GOLDENCARE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 3125774565 | | |
| <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: | 312-577-8265- | | |
| Email: | kristin.brozovic@kattenlaw.com | | |
| Correspondent Name: | Kristin Brozovic c/o Katten | | |
| Address Line 1: | 525 W Monroe St | | |
| Address Line 4: | Chicago, ILLINOIS 60661 | | |
| ATTORNEY DOCKET NUMBER: | 387132-235 | | |
| NAME OF SUBMITTER: | Kristin Brozovic | | |
| SIGNATURE: | /Kristin Brozovic/ | | |
| DATE SIGNED: | 08/18/2018 | | |
| Total Attachments: 6 | | | |
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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement dated as of August 17, 2018 (this "Trademark Security Agreement"), is made by the Pledgor that is a signatory hereto, in favor of Antares Capital LP ("Antares"), in its capacity as collateral agent for the secured parties (in such capacity, the "Collateral Agent") pursuant to that certain First Lien Credit Agreement, dated as of July 1, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Integrity Marketing Acquisition, LLC, a Delaware limited liability company ("Holdings"), Integrity Marketing Partners, LLC (f/k/a Coalescent Financial Group LLC), a Delaware limited liability company ("IMP"), Premier Senior Marketing LLC, a Delaware limited liability company ("PSM"), AIMC, LLC, a Georgia limited liability company ("AIMC"); and together with IMP and PSM, each a "Borrower" and collectively, the "Borrowers"), each of the other Guarantors upon becoming a party hereto, the Lenders and Antares, as administrative agent (in such capacity, "Administrative Agent") for the Lenders and as collateral agent (in such capacity, "Collateral Agent") for the Secured Parties.

W I T N E S S E T H:

WHEREAS, the Pledgor is party to a Security Agreement of even date with the Credit Agreement (as amended, amended and restated, supplemented, waived or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement, or if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of Pledgor, in each case excluding Excluded Property (collectively, the "Trademark Collateral"):

(a) all trademarks (including service marks), slogans, logos, designs, certification marks, trade dress, corporate names, trade names, domain names or other indicia of source, whether registered or unregistered, owned by, assigned to, or in the case of intent-to-use trademarks, held for use by Pledgor and all registrations and applications for the foregoing (whether statutory or common law and whether established or registered in the United States or any other country or any political subdivision thereof), including, without limitation, those United States trademark registrations and applications listed on Schedule 1 attached hereto;

(b) rights and privileges arising under applicable Legal Requirements with respect to Pledgor's use of any of the foregoing;

(c) Goodwill associated therewith;

(d) continuations, extensions and renewals thereof and amendments thereto;

(e) income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including damages, claims and payments for past, present or future infringements, dilutions or violations thereof or unfair competition therewith;

(f) rights corresponding thereto throughout the world;

(g) rights to sue for past, present and future infringements, dilutions or violations thereof or unfair competition therewith; and

(h) all Proceeds and products of each of the foregoing and all accessions to, substitutions and replacements for, and rents, profits and products of, each of the foregoing, and any and all Proceeds of any insurance, indemnity, warranty or guaranty payable to such Pledgor from time to time with respect to any of the foregoing (in each case, other than Excluded Property). Notwithstanding anything to the contrary contained in clauses (a) through (g), the first priority security interest (subject to Permitted Liens) created by this Trademark Security Agreement shall not extend to, and the term "Trademark Collateral" shall not include, any intent-to-use trademark application until an Amendment to Allege Use or a verified Statement of Use has been filed with and accepted by the USPTO with respect to such intent-to-use trademark application. but only if and to the extent that the granting of a security interest in such application would impair the validity or enforceability of such application or any resulting registration; provided, that, to the extent such application is excluded from the Trademark Collateral, then upon the submission of evidence of use of such trademark, and acceptance thereof by, the USPTO, such trademark application shall automatically be included in the Trademark Collateral and will no longer constitute Excluded Property, without further action on any party's part.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and the Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. This Trademark Security Agreement shall automatically and immediately terminate and the Pledged Collateral shall automatically and immediately be released from the Lien of this Agreement and the other Loan Documents when the Commitments have been terminated and the principal of and interest and premium (if any) on each Loan, all Fees and all other expenses or amounts payable under any Loan Document shall have been paid in full (other than (i) contingent indemnification obligations and unasserted expense reimbursement obligations and (ii) obligations under the Secured Hedging Agreements and Secured Cash Management Agreements) and all Letters of Credit have been canceled or have expired and all amounts drawn thereunder have been reimbursed in full, cash collateralized in accordance with the Credit Agreement or backstopped. Upon termination hereof, the security interests granted hereby shall automatically and immediately terminate and all rights to the Pledged Collateral shall automatically and immediately revert to Pledgor or to such other person as may be entitled thereto pursuant to any applicable Legal Requirement. Upon any Asset Sale of Pledged Collateral permitted under Section 6.05 of the Credit Agreement (other than any Asset Sale to another Pledgor) the security interest in such Pledged Collateral shall automatically and immediately terminate. Upon termination hereof or any such Asset Sale, permitted disposition (other than to another Pledgor) or release of Pledged Collateral in accordance with the provisions of the Credit Agreement, the Collateral Agent shall on the date thereof and at such other times promptly upon the request of Pledgor, at the sole reasonable cost and expense of Pledgor, assign, transfer and deliver to Pledgor, against receipt and without recourse to or warranty by the Collateral

Agent except that the Collateral Agent has not assigned or otherwise transferred its security interest in the Pledged Collateral, such of the Pledged Collateral to be released (in the case of a release) as may be in possession or control of the Collateral Agent, and, with respect to any other Pledged Collateral, with such endorsements or proper documents and instruments (including UCC-3 termination statements or releases) acknowledging the termination hereof or the release of such Pledged Collateral, as the case may be.

SECTION 5. Recordation. Pledgor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 6. Counterparts. This Trademark Security Agreement and any amendments, waivers, consents or supplements hereto may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original, but all such counterparts together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Trademark Security Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

SECTION 7. Governing Law. This Trademark Security Agreement shall be construed in accordance with and governed by the law of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[remainder of this page intentionally left blank]

IN WITNESS WHEREOF, Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

PLEDGOR

GOLDENCARE USA, LLC

By: 

Name: Bryan W. Adams

Title: Chief Executive Officer

Accepted and Agreed:

ANTARES CAPITAL LP,
as Collateral Agent

By: *Danielle Attaie*
Name: Danielle Attaie
Title: Duly Authorized Signatory

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

United States Trademark Registrations:

None.

United States Trademark Applications:

| OWNER | TITLE | APPLICATION NUMBER |
|---------------------|------------|--------------------|
| GoldenCare USA, LLC | GOLDENCARE | 87874341 |

Generated on: This page was generated by TSDR on 2019-04-29 13:59:20 EDT

Mark: GOLDEN OUTLOOK

GOLDEN OUTLOOK

US Serial Number: 85698294

Application Filing Date: Aug. 08, 2012

US Registration Number: 4382625

Registration Date: Aug. 13, 2013

Register: Principal

Mark Type: Service Mark

Status: Registered. The registration date is used to determine when post-registration maintenance documents are due.

Status Date: Aug. 13, 2013

Publication Date: May 28, 2013

Mark Information

Mark Literal Elements: GOLDEN OUTLOOK

Standard Character Claim: Yes. The mark consists of standard characters without claim to any particular font style, size, or color.

Mark Drawing Type: 4 - STANDARD CHARACTER MARK

Goods and Services

Note:

The following symbols indicate that the registrant/owner has amended the goods/services:

- Brackets [...] indicate deleted goods/services;
- Double parenthesis ((.)) identify any goods/services not claimed in a Section 15 affidavit of incontestability; and
- Asterisks *.* identify additional (new) wording in the goods/services.

For: Insurance agent referrals, promotion of financial and insurance services, on behalf of third parties; procurement of life insurance and long-term care policies for others

International Class(es): 035 - Primary Class

U.S Class(es): 100, 101, 102

Class Status: ACTIVE

Basis: 1(a)

First Use: Nov. 04, 2011

Use in Commerce: Nov. 04, 2011

For: Insurance services, namely, insurance brokerage, insurance consultation, and providing information regarding insurance; consulting concerning insurance in the nature of insurance enrollment assistance in Health Maintenance Organization Medicare and Choice plans of others; consulting concerning insurance in the nature of insurance enrollment assistance in individual and small group plans of others; consulting concerning insurance in the nature of insurance enrollment assistance in various Medicare Supplement plans of others

International Class(es): 036 - Primary Class

U.S Class(es): 100, 101, 102

Class Status: ACTIVE

Basis: 1(a)

First Use: Nov. 04, 2011

Use in Commerce: Nov. 04, 2011

Basis Information (Case Level)

Filed Use: Yes

Currently Use: Yes

Amended Use: No

Filed ITU: No

Currently ITU: No

Amended ITU: No

Filed 44D: No

Currently 44D: No

Amended 44D: No

Filed 44E: No

Currently 44E: No

Amended 44E: No

Filed 66A: No

Currently 66A: No

Filed No Basis: No

Currently No Basis: No

Current Owner(s) Information

Owner Name: UNITEDHEALTH GROUP INCORPORATED

Owner Address: 9900 BREN ROAD EAST, MN008-T202
MINNETONKA, MINNESOTA 55343
UNITED STATES

Legal Entity Type: CORPORATION

State or Country Where Organized: DELAWARE

Attorney/Correspondence Information

Attorney of Record

Attorney Name: Joseph V. Myers III

Attorney Primary Email Address: chiipdocket@seyfarth.com

Attorney Email Authorized: Yes

Correspondent

Correspondent Name/Address: Joseph V. Myers III
Seyfarth Shaw LLP
1075 Peachtree St., NE
Ste 2500
Atlanta, GEORGIA 30309-3958
UNITED STATES

Phone: 404-885-1500

Fax: 404-892-7056

Correspondent e-mail: chiipdocket@seyfarth.com

Correspondent e-mail Authorized: Yes

Domestic Representative - Not Found

Prosecution History

| Date | Description | Proceeding Number |
|---------------|--|-------------------|
| Aug. 13, 2018 | COURTESY REMINDER - SEC. 8 (6-YR) E-MAILED | |
| Sep. 27, 2017 | AUTOMATIC UPDATE OF ASSIGNMENT OF OWNERSHIP | |
| Sep. 04, 2013 | ATTORNEY/DOM.REP.REVOKED AND/OR APPOINTED | |
| Sep. 04, 2013 | TEAS REVOKE/APP/CHANGE ADDR OF ATTY/DOM REP RECEIVED | |
| Aug. 13, 2013 | REGISTERED-PRINCIPAL REGISTER | |
| May 28, 2013 | OFFICIAL GAZETTE PUBLICATION CONFIRMATION E-MAILED | |
| May 28, 2013 | PUBLISHED FOR OPPOSITION | |
| May 08, 2013 | NOTIFICATION OF NOTICE OF PUBLICATION E-MAILED | |
| Apr. 23, 2013 | LAW OFFICE PUBLICATION REVIEW COMPLETED | 67287 |
| Apr. 22, 2013 | ASSIGNED TO LIE | 67287 |
| Apr. 04, 2013 | APPROVED FOR PUB - PRINCIPAL REGISTER | |
| Apr. 04, 2013 | EXAMINER'S AMENDMENT ENTERED | 88888 |
| Apr. 04, 2013 | NOTIFICATION OF EXAMINERS AMENDMENT E-MAILED | 6328 |
| Apr. 04, 2013 | EXAMINERS AMENDMENT E-MAILED | 6328 |
| Apr. 04, 2013 | EXAMINERS AMENDMENT -WRITTEN | 82430 |
| Mar. 15, 2013 | TEAS/EMAIL CORRESPONDENCE ENTERED | 88889 |
| Mar. 15, 2013 | CORRESPONDENCE RECEIVED IN LAW OFFICE | 88889 |
| Mar. 15, 2013 | TEAS RESPONSE TO OFFICE ACTION RECEIVED | |
| Oct. 31, 2012 | NOTIFICATION OF NON-FINAL ACTION E-MAILED | 6325 |
| Oct. 31, 2012 | NON-FINAL ACTION E-MAILED | 6325 |
| Oct. 31, 2012 | NON-FINAL ACTION WRITTEN | 82430 |
| Oct. 25, 2012 | ASSIGNED TO EXAMINER | 82430 |
| Aug. 15, 2012 | NEW APPLICATION OFFICE SUPPLIED DATA ENTERED IN TRAM | |
| Aug. 11, 2012 | NEW APPLICATION ENTERED IN TRAM | |

TM Staff and Location Information

TM Staff Information - None

File Location

Current Location: PUBLICATION AND ISSUE SECTION

Date in Location: Aug. 13, 2013

Assignment Abstract Of Title Information

Summary

Total Assignments: 1

Registrant: UnitedHealth Group Incorporated

Assignment 1 of 1

Conveyance: ENTITY CONVERSION

Reel/Frame: [6151/0594](#)

Pages: 18

Date Recorded: Sep. 11, 2017

Supporting Documents: [assignment-tm-6151-0594.pdf](#)

Assignor

Name: [UNITEDHEALTH GROUP INCORPORATED](#)

Execution Date: Jul. 01, 2015

Legal Entity Type: CORPORATION

State or Country Where Organized: MINNESOTA

Assignee

Name: [UNITEDHEALTH GROUP INCORPORATED](#)

Legal Entity Type: CORPORATION

State or Country Where Organized: DELAWARE

Address: 9900 BREN ROAD EAST, MN008-T202
MINNETONKA, MINNESOTA 55343

Correspondent

Correspondent Name: JASON FISCHER

Correspondent Address: 233 SOUTH WACKER DRIVE, SUITE 8000
CHICAGO, IL 60606

Domestic Representative - Not Found

United States of America

United States Patent and Trademark Office

GOLDEN OUTLOOK

Reg. No. 4,382,625

UNITEDHEALTH GROUP INCORPORATED (MINNESOTA CORPORATION)
9900 BREN ROAD EAST, MN008-T202
MINNETONKA, MN 55343

Registered Aug. 13, 2013

Int. Cls.: 35 and 36

FOR: INSURANCE AGENT REFERRALS, PROMOTION OF FINANCIAL AND INSURANCE SERVICES, ON BEHALF OF THIRD PARTIES; PROCUREMENT OF LIFE INSURANCE AND LONG-TERM CARE POLICIES FOR OTHERS, IN CLASS 35 (U.S. CLS. 100, 101 AND 102).

SERVICE MARK

FIRST USE 11-4-2011; IN COMMERCE 11-4-2011.

PRINCIPAL REGISTER

FOR: INSURANCE SERVICES, NAMELY, INSURANCE BROKERAGE, INSURANCE CONSULTATION, AND PROVIDING INFORMATION REGARDING INSURANCE; CONSULTING CONCERNING INSURANCE IN THE NATURE OF INSURANCE ENROLLMENT ASSISTANCE IN HEALTH MAINTENANCE ORGANIZATION MEDICARE AND CHOICE PLANS OF OTHERS; CONSULTING CONCERNING INSURANCE IN THE NATURE OF INSURANCE ENROLLMENT ASSISTANCE IN INDIVIDUAL AND SMALL GROUP PLANS OF OTHERS; CONSULTING CONCERNING INSURANCE IN THE NATURE OF INSURANCE ENROLLMENT ASSISTANCE IN VARIOUS MEDICARE SUPPLEMENT PLANS OF OTHERS, IN CLASS 36 (U.S. CLS. 100, 101 AND 102).

FIRST USE 11-4-2011; IN COMMERCE 11-4-2011.

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT, STYLE, SIZE, OR COLOR.

SER. NO. 85-698,294, FILED 8-8-2012.

FRANK LATTUCA, EXAMINING ATTORNEY



Lisa Street Lee

Acting Director of the United States Patent and Trademark Office

**REQUIREMENTS TO MAINTAIN YOUR FEDERAL
TRADEMARK REGISTRATION**

**WARNING: YOUR REGISTRATION WILL BE CANCELLED IF YOU DO NOT FILE THE
DOCUMENTS BELOW DURING THE SPECIFIED TIME PERIODS.**

Requirements in the First Ten Years*

What and When to File:

First Filing Deadline: You must file a Declaration of Use (or Excusable Nonuse) between the 5th and 6th years after the registration date. *See* 15 U.S.C. §§1058, 1141k. If the declaration is accepted, the registration will continue in force for the remainder of the ten-year period, calculated from the registration date, unless cancelled by an order of the Commissioner for Trademarks or a federal court.

Second Filing Deadline: You must file a Declaration of Use (or Excusable Nonuse) **and** an Application for Renewal between the 9th and 10th years after the registration date.*
See 15 U.S.C. §1059.

Requirements in Successive Ten-Year Periods*

What and When to File:

You must file a Declaration of Use (or Excusable Nonuse) **and** an Application for Renewal between every 9th and 10th-year period, calculated from the registration date.*

Grace Period Filings*

The above documents will be accepted as timely if filed within six months after the deadlines listed above with the payment of an additional fee.

**The United States Patent and Trademark Office (USPTO) will NOT send you any future notice or
reminder of these filing requirements.**

***ATTENTION MADRID PROTOCOL REGISTRANTS:** The holder of an international registration with an extension of protection to the United States under the Madrid Protocol must timely file the Declarations of Use (or Excusable Nonuse) referenced above directly with the USPTO. The time periods for filing are based on the U.S. registration date (not the international registration date). The deadlines and grace periods for the Declarations of Use (or Excusable Nonuse) are identical to those for nationally issued registrations. *See* 15 U.S.C. §§1058, 1141k. However, owners of international registrations do not file renewal applications at the USPTO. Instead, the holder must file a renewal of the underlying international registration at the International Bureau of the World Intellectual Property Organization, under Article 7 of the Madrid Protocol, before the expiration of each ten-year term of protection, calculated from the date of the international registration. *See* 15 U.S.C. §1141j. For more information and renewal forms for the international registration, see <http://www.wipo.int/madrid/en/>.

NOTE: Fees and requirements for maintaining registrations are subject to change. Please check the USPTO website for further information. With the exception of renewal applications for registered extensions of protection, you can file the registration maintenance documents referenced above online at <http://www.uspto.gov>.

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM442649

| | | | |
|------------------------------------|---------------------------------|-------------------------|------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ENTITY CONVERSION | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| UNITEDHEALTH GROUP INCORPORATED | | 07/01/2015 | Corporation: MINNESOTA |
| RECEIVING PARTY DATA | | | |
| Name: | UNITEDHEALTH GROUP INCORPORATED | | |
| Street Address: | 9900 Bren Road East, MN008-T202 | | |
| City: | Minnetonka | | |
| State/Country: | MINNESOTA | | |
| Postal Code: | 55343 | | |
| Entity Type: | Corporation: DELAWARE | | |
| PROPERTY NUMBERS Total: 284 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 78429355 | UNITEDHEALTH BASICS | |
| Serial Number: | 76527246 | WORKING RETURNS | |
| Serial Number: | 78177675 | UNITED ESERVICES | |
| Serial Number: | 76406370 | UNITEDHEALTHCARE VISION | |
| Serial Number: | 76345983 | ACN GROUP | |
| Serial Number: | 76305724 | MYUHC.COM | |
| Serial Number: | 75724872 | | |
| Serial Number: | 75579324 | UNITEDHEALTH GROUP | |
| Serial Number: | 75568584 | UNIPRISE | |
| Serial Number: | 75186285 | CE | |
| Serial Number: | 74391790 | UNITED TRANSREVIEW | |
| Serial Number: | 74352198 | OPTUM | |
| Serial Number: | 74251528 | EVERCARE | |
| Serial Number: | 73736592 | GOLDEN RULE | |
| Serial Number: | 73256375 | TAKING CARE | |
| Serial Number: | 85879842 | SOURCE4WOMEN | |
| Serial Number: | 86025047 | UNISON ADVANTAGE | |
| Serial Number: | 85929762 | MIPLANBIEN | |
| Serial Number: | 85880912 | AIRASSIST | |
| TRADEMARK | | | |

CH \$7115.00 78429355

| Property Type | Number | Word Mark |
|----------------|----------|--|
| Serial Number: | 85880392 | MINDFULNESS BE HERE NOW |
| Serial Number: | 85510816 | CENTER FOR NURSING ADVANCEMENT UNITEDHEA |
| Serial Number: | 85445400 | YOUR FUTURE IS > EVER. |
| Serial Number: | 85445409 | START A CAREER THAT IS > YOUR EXPECTATIO |
| Serial Number: | 85445411 | >THERE'S SOMETHING GREATER AT WORK HERE |
| Serial Number: | 85420311 | LIFEPRINT |
| Serial Number: | 85420346 | LIFEPRINT |
| Serial Number: | 85420335 | LIFEPRINT |
| Serial Number: | 85420352 | LIFEPRINT |
| Serial Number: | 85394089 | HELPING PEOPLE LIVE HEALTHIER LIVES |
| Serial Number: | 85983734 | HELPING PEOPLE LIVE HEALTHIER LIVES |
| Serial Number: | 85351582 | MY MEDICATION REMINDERS |
| Serial Number: | 85978745 | JUST PLAIN CLEAR |
| Serial Number: | 85175950 | JUST PLAIN CLEAR |
| Serial Number: | 85174318 | SENIOR SUPPLEMENT |
| Serial Number: | 85147305 | UNITEDHEALTHCARE EDGE |
| Serial Number: | 85082242 | PRIMARY ADVANTAGE |
| Serial Number: | 85082599 | OPTUMIZEME |
| Serial Number: | 85082224 | BRANDSPLUS RX |
| Serial Number: | 85046070 | MANY STRONG |
| Serial Number: | 85046076 | MANY STRONG |
| Serial Number: | 77925069 | LIFEPRINT |
| Serial Number: | 77847256 | CLINICAL VANTAGE |
| Serial Number: | 77760024 | TAKING CARE |
| Serial Number: | 77158309 | ALL SAVERS |
| Serial Number: | 78873614 | DR. HEALTH E. HOUND |
| Serial Number: | 78810400 | UNITEDHEALTH WELLNESS |
| Serial Number: | 78715778 | PASSPORT CONNECT |
| Serial Number: | 78710854 | ONENET PPO |
| Serial Number: | 78642108 | UNITEDHEALTHCARE ONLINE ALL-PAYER GATEWA |
| Serial Number: | 78642132 | UNITEDHEALTHCARE ONLINE ALL-PAYER GATEWA |
| Serial Number: | 78583408 | PARENTSTEPS |
| Serial Number: | 78557597 | UNITEDHEALTH PRACTICE REWARDS |
| Serial Number: | 78500037 | PACKAGED SAVINGS |
| Serial Number: | 78436317 | UNITEDHEALTH PREMIUM |
| Serial Number: | 78363066 | OPTUM |
| Serial Number: | 78337975 | UNITED ADVANTAGE |
| Serial Number: | 74412100 | NBR NATIONAL BENEFIT RESOURCES |

| Property Type | Number | Word Mark |
|-----------------------|---------------|--------------------------------------|
| Serial Number: | 74412457 | NATIONAL BENEFIT RESOURCES |
| Serial Number: | 78310815 | HEALTHY FIRST STEPS |
| Serial Number: | 78299403 | M*PLUS |
| Serial Number: | 77152693 | EVERCARE |
| Serial Number: | 78403400 | MEDICARE COMPLETE |
| Serial Number: | 78369370 | F |
| Serial Number: | 78369323 | F FIRSTLINE MEDICAL |
| Serial Number: | 78350018 | FIRSTLINE MEDICAL |
| Serial Number: | 78350188 | MEDICARE COMPLETE CHOICE |
| Serial Number: | 87504654 | UNITEDHEALTHCARE HEALTHY PREGNANCY |
| Serial Number: | 87369475 | NATURAL NETWORKS |
| Serial Number: | 87275916 | AT YOUR BEST BY UNITEDHEALTHCARE |
| Serial Number: | 86829608 | UHC |
| Serial Number: | 86775245 | UHCMILITARY |
| Serial Number: | 86774718 | UNITEDHEALTHCARE OMW |
| Serial Number: | 86716747 | MYHOUSING CONNECT |
| Serial Number: | 86716750 | UNITEDHEALTHCARE MYHOUSING CONNECT |
| Serial Number: | 86716632 | UNITEDHEALTHCARE MYMONEY CONNECT |
| Serial Number: | 86716627 | UNITEDHEALTHCARE MYDATA CONNECTION |
| Serial Number: | 86701228 | MYCOMMUNITY CONNECT |
| Serial Number: | 86701231 | UNITEDHEALTHCARE MYCOMMUNITY CONNECT |
| Serial Number: | 86694063 | UNITEDHEALTHCARE MYCONNECTIONS |
| Serial Number: | 86694060 | MYCONNECTIONS |
| Serial Number: | 86677473 | AGE WITH HONOR |
| Serial Number: | 86678092 | UNITEDHEALTHCARE LEAN |
| Serial Number: | 86653800 | HARKEN |
| Serial Number: | 86979509 | VETTA |
| Serial Number: | 86582467 | LET'S GET TO A BETTER FUTURE, FASTER |
| Serial Number: | 86565700 | |
| Serial Number: | 86469499 | UNITEDHEALTHCARE |
| Serial Number: | 86349707 | UNITEDHEALTHCARE MEDICARERX |
| Serial Number: | 86337070 | OXFORD METRO NETWORK |
| Serial Number: | 86322555 | LIVING AND WORKING MINDFULLY |
| Serial Number: | 86318248 | OLIVER |
| Serial Number: | 86315555 | HOPE |
| Serial Number: | 86315268 | CHEWIE |
| Serial Number: | 86310894 | KICKIN' IT FOR KIDS UHCCF.ORG |
| Serial Number: | 86300438 | MY SMA HEALTH ONLINE |

| Property Type | Number | Word Mark |
|----------------|----------|--|
| Serial Number: | 86295183 | FIELDFIT! |
| Serial Number: | 86267339 | UNITEDHEALTHCARE BEACON |
| Serial Number: | 86267350 | UNITEDHEALTHCARE BEACON |
| Serial Number: | 86230325 | GO LONG |
| Serial Number: | 86214479 | |
| Serial Number: | 86203521 | UNITEDHEALTHCARE CHARTER |
| Serial Number: | 86203407 | GRINS TO GO |
| Serial Number: | 86166618 | OLIVER & HOPE |
| Serial Number: | 86975608 | OLIVER & HOPE |
| Serial Number: | 86125248 | MOMENT HEALTH |
| Serial Number: | 86111017 | UNITEDHEALTHCARE CHILDREN'S FOUNDATION R |
| Serial Number: | 86103177 | UNITEDHEALTHCARE MYPERKS |
| Serial Number: | 86099691 | UNITEDHEALTHCARE CHILDREN'S FOUNDATION T |
| Serial Number: | 86096439 | ADVOCATE4ME |
| Serial Number: | 86052247 | REMINDME PROGRAM |
| Serial Number: | 86039469 | TICKETS FOR HOPE |
| Serial Number: | 85982141 | TELL DIABETES NOT ME |
| Serial Number: | 85821128 | PROVISOR |
| Serial Number: | 85981952 | MYMEDSREVIEW |
| Serial Number: | 85745882 | MYMEDSREVIEW |
| Serial Number: | 85698926 | REAL LIFE. REAL CARE. |
| Serial Number: | 85698294 | GOLDEN OUTLOOK |
| Serial Number: | 85697081 | REAL LIFE. REAL CARE. |
| Serial Number: | 85690604 | UFUNDING |
| Serial Number: | 85653649 | BRIDGE2HEALTH |
| Serial Number: | 85649555 | HEALTH. CONNECT. REWARD. |
| Serial Number: | 85642790 | UNITEDHEALTH GROUP |
| Serial Number: | 85642838 | UNITEDHEALTH GROUP |
| Serial Number: | 85642229 | UNITEDHEALTHCARE CONNECTED |
| Serial Number: | 85980767 | PLENA VIDA |
| Serial Number: | 85623433 | TAKE CHARGE. KNOW MORE. |
| Serial Number: | 85621966 | VICTORIOUS PATIENT |
| Serial Number: | 85610943 | OPTUM HEALTHALLIES |
| Serial Number: | 85602869 | SPECTERA |
| Serial Number: | 85602823 | SPECTERA |
| Serial Number: | 85599219 | HEARTNOTES |
| Serial Number: | 85582905 | FEEL GOOD. BE HEALTHY. LIVE WELL. |
| Serial Number: | 85561807 | SHAREDCLARITY |

| Property Type | Number | Word Mark |
|----------------|----------|--|
| Serial Number: | 85558108 | JOIN FOR ME |
| Serial Number: | 85980648 | WELLNESS ME COACHING CONNECT. BELIEVE. S |
| Serial Number: | 85553482 | UNITEDHEALTHCARE COMMUNITY PARTNER |
| Serial Number: | 85524112 | UNITEDHEALTHCARE COMMUNITY GRANTS |
| Serial Number: | 85514144 | UNITEDHEALTHCARE COMMUNITY REWARDS |
| Serial Number: | 85509882 | UNITEDHEALTHCARE HEALTH4ME |
| Serial Number: | 85499764 | UNITEDHEALTHCARE PERSONAL ASSIST |
| Serial Number: | 85467517 | EXPEDITIONHEALTH |
| Serial Number: | 85460292 | UNITEDHEALTHCARE SIGNATUREVALUE |
| Serial Number: | 85447858 | BABY BLOCKS |
| Serial Number: | 85443487 | BEND THE TREND |
| Serial Number: | 85442241 | HI HEALTHINNOVATIONS |
| Serial Number: | 85442353 | HI ITC |
| Serial Number: | 85442385 | HI BTE POWER |
| Serial Number: | 85442268 | HI HEALTHINNOVATIONS |
| Serial Number: | 85442290 | HI BTE |
| Serial Number: | 85442318 | HI BTE MINI |
| Serial Number: | 85401284 | UNITEDHEALTHCARE COMPLETE |
| Serial Number: | 85980837 | GO LONG |
| Serial Number: | 85392648 | NOT ME |
| Serial Number: | 85392727 | HI HEALTHINNOVATIONS |
| Serial Number: | 85392719 | HI HEALTHINNOVATIONS |
| Serial Number: | 85370680 | UNITEDHEALTHCARE REWARDS NOW |
| Serial Number: | 85365598 | HEALTHGLANCE |
| Serial Number: | 85349148 | UNITEDHEALTHCARE RXSUPPLEMENT |
| Serial Number: | 85347942 | AMERICA'S HEALTH RANKINGS |
| Serial Number: | 85314373 | UNITEDHEALTHCARE WELLNESS INCENTIVE PROG |
| Serial Number: | 85306563 | UNITEDHEALTHCARE HEART SMART SISTERS |
| Serial Number: | 85301665 | UNITEDHEALTHCARE |
| Serial Number: | 85301476 | UNITEDHEALTHCARE |
| Serial Number: | 85301596 | UNITEDHEALTHCARE |
| Serial Number: | 85301726 | UNITEDHEALTHCARE |
| Serial Number: | 85301560 | UNITEDHEALTHCARE |
| Serial Number: | 85301642 | UNITEDHEALTHCARE |
| Serial Number: | 85301689 | UNITEDHEALTHCARE |
| Serial Number: | 85301713 | UNITEDHEALTHCARE |
| Serial Number: | 85301613 | UNITEDHEALTHCARE |
| Serial Number: | 85301425 | UNITEDHEALTHCARE |

| Property Type | Number | Word Mark |
|----------------|----------|--|
| Serial Number: | 85301509 | UNITEDHEALTHCARE |
| Serial Number: | 85301531 | UNITEDHEALTHCARE |
| Serial Number: | 85301628 | UNITEDHEALTHCARE |
| Serial Number: | 85301705 | UNITEDHEALTHCARE |
| Serial Number: | 85301079 | UNITEDHEALTHCARE |
| Serial Number: | 85301391 | UNITEDHEALTHCARE |
| Serial Number: | 85298620 | COMMUNITY SERVICES CONNECT |
| Serial Number: | 85262710 | UNITEDHEALTHCARE CATALYST |
| Serial Number: | 85225608 | UNITEDHEALTHCARE HEALTH REWARDS |
| Serial Number: | 85176715 | NOT ME |
| Serial Number: | 85161604 | INFOPORT |
| Serial Number: | 85084911 | UNITEDHEALTHCARE DUAL COMPLETE |
| Serial Number: | 85044211 | UNITEDHEALTHCARE COMMUNITY PLAN |
| Serial Number: | 77958109 | DIABETES PREVENTION AND CONTROL ALLIANCE |
| Serial Number: | 77953891 | UNITEDHEALTHCARE GLOBAL SOLUTIONS |
| Serial Number: | 77930948 | PLANBIEN |
| Serial Number: | 77854306 | DOCGPS |
| Serial Number: | 77827202 | HEALTH CARE LANE |
| Serial Number: | 77825246 | NOWCLINIC |
| Serial Number: | 77744521 | FLEXPOINT |
| Serial Number: | 77744579 | VALUEMAX |
| Serial Number: | 77744662 | UNITEDHEALTHCARE FLEXPOINT |
| Serial Number: | 77708923 | ALL SAVERS INSURANCE |
| Serial Number: | 77645559 | CONSUMER MAXMULTIPLIER |
| Serial Number: | 77601249 | QUALITY APPRECIATION |
| Serial Number: | 77592506 | MY CHOICES FOR A HEALTHIER ME |
| Serial Number: | 77554758 | EVISOR |
| Serial Number: | 77555333 | EVISOR |
| Serial Number: | 77555383 | ESYNC PLATFORM |
| Serial Number: | 77555350 | ESYNC PLATFORM |
| Serial Number: | 77553419 | ESYNC |
| Serial Number: | 77548625 | UNITEDHEALTHCARE MULTI-CHOICE |
| Serial Number: | 77544762 | UNITEDHEALTHONE |
| Serial Number: | 77981376 | UNITEDHEALTH CONTINUITY |
| Serial Number: | 77982355 | UNITEDHEALTH EDUCATIONAL PUBLISHING GROU |
| Serial Number: | 77529279 | UNITEDHEALTH EDUCATIONAL PUBLISHING GROU |
| Serial Number: | 77517268 | UNITEDHEALTHCARE PLEDGE PLAN |
| Serial Number: | 77503216 | PACIFICARE SIGNATUREVALUE |

| Property Type | Number | Word Mark |
|----------------|----------|--|
| Serial Number: | 77502175 | UMR |
| Serial Number: | 77502239 | UMR |
| Serial Number: | 77430890 | SIMPLYENGAGED |
| Serial Number: | 77382587 | UNITEDHEALTHONE |
| Serial Number: | 77375795 | GENERATIONS OF WELLNESS |
| Serial Number: | 77357367 | UNITEDHEALTH |
| Serial Number: | 77302784 | UHC-IENROLL |
| Serial Number: | 77298340 | OPTUMHEALTH ESAVER |
| Serial Number: | 77297772 | OPTUMHEALTH EACCESS |
| Serial Number: | 77207652 | OPTUMHEALTH BANK |
| Serial Number: | 77207674 | OPTUMHEALTH FINANCIAL SERVICES |
| Serial Number: | 78350037 | MEDICARECOMPLETE ESSENTIAL |
| Serial Number: | 78179649 | EMPLOYER ESERVICES |
| Serial Number: | 76094865 | OPTUM |
| Serial Number: | 76139312 | QUITPOWER |
| Serial Number: | 78310766 | HEALTHY FIRST STEPS |
| Serial Number: | 78207343 | ECHELON |
| Serial Number: | 76427606 | TAKING CARE |
| Serial Number: | 85648968 | YOUR LIFE'S BEST WORK |
| Serial Number: | 85438983 | LIFEPRINT HEALTH CARE BUILT AROUND YOU |
| Serial Number: | 85435475 | HELPCARE |
| Serial Number: | 85361982 | VIEW360 |
| Serial Number: | 85117250 | HEALTH IN NUMBERS |
| Serial Number: | 77920209 | UNITEDHEALTHCARE NAVIGATE BALANCED |
| Serial Number: | 77920229 | UNITEDHEALTHCARE NAVIGATE PLUS |
| Serial Number: | 77920193 | UNITEDHEALTHCARE NAVIGATE |
| Serial Number: | 77297787 | OPTUMHEALTH EINVESTOR |
| Serial Number: | 77207637 | OPTUMHEALTH |
| Serial Number: | 78442517 | UNITEDHEALTH ALLIES |
| Serial Number: | 76201274 | UNITEDHEALTHCARE ONLINE |
| Serial Number: | 78021529 | DEFINITY |
| Serial Number: | 75232372 | VETCALL |
| Serial Number: | 75153529 | GREAT LAKES HEALTH PLAN |
| Serial Number: | 74292346 | MAPSI |
| Serial Number: | 74292348 | OPTIMUM CHOICE |
| Serial Number: | 85143219 | UNITEDHEALTH PERSONAL REWARDS |
| Serial Number: | 78371153 | MEDONE HSAVINGS |
| Serial Number: | 78137668 | MEDONE PLUS |

| Property Type | Number | Word Mark |
|----------------|----------|---|
| Serial Number: | 76396238 | CARE24 |
| Serial Number: | 76379847 | UNITEDHEALTHCARE DENTAL |
| Serial Number: | 78053544 | H |
| Serial Number: | 76106003 | MEDONE |
| Serial Number: | 76106004 | MEDONECHOICE |
| Serial Number: | 75176281 | UNITED OPTICAL |
| Serial Number: | 75176391 | UNITED OPTICAL |
| Serial Number: | 75014379 | SPECTERA |
| Serial Number: | 75014395 | SPECTERA |
| Serial Number: | 75001048 | AMERICAN MEDICAL SECURITY |
| Serial Number: | 77066822 | UNITEDHEALTH ADVISORS |
| Serial Number: | 87444581 | UHG |
| Serial Number: | 86398571 | UHC SUPPLY CHAIN INTELLIGENCE |
| Serial Number: | 85794010 | UHC PRACTICE INTELLIGENCE |
| Serial Number: | 85794066 | UHC PERFORMANCE INTELLIGENCE |
| Serial Number: | 85794027 | UHC SAFETY INTELLIGENCE |
| Serial Number: | 78149690 | UHC PSN |
| Serial Number: | 78149671 | UHC PATIENT SAFETY NET |
| Serial Number: | 74151705 | UHC |
| Serial Number: | 87077363 | MOMS ON THE MOVE |
| Serial Number: | 87022276 | BUILT FOR BETTER HEALTH |
| Serial Number: | 87077347 | GETHEALTHINSURANCE |
| Serial Number: | 87143388 | CHAI |
| Serial Number: | 87098012 | CONSUMER ACTIVATION INDEX |
| Serial Number: | 87098024 | CAI |
| Serial Number: | 87025692 | DELIVERING GRINS |
| Serial Number: | 87022507 | JARVIS |
| Serial Number: | 86964186 | EVRBTR |
| Serial Number: | 87274640 | INDIVIDUAL ACTIVATION INDEX |
| Serial Number: | 87274619 | IAI |
| Serial Number: | 86740084 | HARKEN HEALTH |
| Serial Number: | 86740082 | HARKEN |
| Serial Number: | 86738995 | HARKEN |
| Serial Number: | 86738211 | HARKEN HEALTH |
| Serial Number: | 86733440 | UNITEDHEALTHCARE HASSLE-FREE GUARANTEE |
| Serial Number: | 86733413 | UNITEDHEALTHCARE HASSLE-FREE |
| Serial Number: | 86733449 | UNITEDHEALTHCARE HASSLE-FREE EXPERIENCE |

CORRESPONDENCE DATA**Fax Number:** 3124607000*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:** 3124605000**Email:** jfischer@seyfarth.com**Correspondent Name:** Jason Fischer**Address Line 1:** 233 South Wacker Drive, Suite 8000**Address Line 4:** Chicago, ILLINOIS 60606**ATTORNEY DOCKET NUMBER:** 023845-9000**NAME OF SUBMITTER:** Amy A. Abeloff**SIGNATURE:** /Amy A. Abeloff/**DATE SIGNED:** 09/11/2017**Total Attachments: 9**

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Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED ARE TRUE AND CORRECT COPIES OF ALL DOCUMENTS ON FILE OF "UNITEDHEALTH GROUP INCORPORATED" AS RECEIVED AND FILED IN THIS OFFICE.

THE FOLLOWING DOCUMENTS HAVE BEEN CERTIFIED:

CERTIFICATE OF CONVERSION, FILED THE FIRST DAY OF JULY, A.D. 2015, AT 8 O`CLOCK A.M.

CERTIFICATE OF INCORPORATION, FILED THE FIRST DAY OF JULY, A.D. 2015, AT 8 O`CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID CERTIFICATES ARE THE ONLY CERTIFICATES ON RECORD OF THE AFORESAID CORPORATION, "UNITEDHEALTH GROUP INCORPORATED".




Jeffrey W. Bullock, Secretary of State

5777355 8100H
SR# 20176050204

You may verify this certificate online at corp.delaware.gov/authver.shtml

Authentication: 203178832
Date: 09-07-17

TRADEMARK
REEL: 006151 FRAME: 0603

STATE OF DELAWARE
CERTIFICATE OF CONVERSION
FROM A NON-DELAWARE CORPORATION
TO A DELAWARE CORPORATION
PURSUANT TO SECTION 265 OF THE
DELAWARE GENERAL CORPORATION LAW

- 1.) The jurisdiction where the Non-Delaware Corporation first formed is Minnesota.
- 2.) The jurisdiction immediately prior to filing this Certificate is Minnesota.
- 3.) The date the Non-Delaware Corporation first formed is January 25, 1977.
- 4.) The name of the Non-Delaware Corporation immediately prior to filing this Certificate is UnitedHealth Group Incorporated.
- 5.) The name of the Corporation as set forth in the Certificate of Incorporation is UnitedHealth Group Incorporated.

IN WITNESS WHEREOF, the undersigned being duly authorized to sign on behalf of the converting Non-Delaware Corporation have executed this Certificate on the 1st day of July, A.D. 2015.

By: Dannette L. Smith

Name: Dannette L. Smith
Print or Type

Title: Secretary
Print or Type

**CERTIFICATE OF INCORPORATION
OF
UNITEDHEALTH GROUP INCORPORATED**

The undersigned does hereby make and acknowledge this Certificate of Incorporation for the purpose of forming a business corporation pursuant to Section 102 of the General Corporation Law of the State of Delaware.

**ARTICLE I
NAME**

The name of the corporation is UnitedHealth Group Incorporated (the "Corporation").

**ARTICLE II
REGISTERED OFFICE AND REGISTERED AGENT**

The address of the Corporation's registered office in the State of Delaware is The Corporation Trust Company, Corporation Trust Center, 4209 Orange Street, Wilmington, DE 19801, County of New Castle. The name of the Corporation's registered agent at such address is The Corporation Trust Company.

**ARTICLE III
CORPORATE PURPOSE**

The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware ("DGCL").

**ARTICLE IV
CAPITAL STOCK**

(a) The total number of shares of all classes of capital stock that the Corporation shall have authority to issue is 3,010,000,000, consisting of 3,000,000,000 shares of Common Stock, \$0.01 par value per share, and 10,000,000 shares of Preferred Stock, \$0.001 par value per share.

(b) Common Stock

1. *General.* The holders of the Common Stock shall have and possess all rights as shareholders of the Corporation, except if such rights may be limited by the preferences, rights, limitations, and restrictions of the Preferred Stock.
2. *Voting.* Except as provided by law or this Certificate of Incorporation, the holders of the Common Stock are entitled to one vote for each share held for the election of directors and on all matters submitted to a vote of shareholders of the Corporation. There shall be no cumulative voting.
3. *Dividends.* Dividends may be declared and paid on the Common Stock from funds lawfully available therefor as and when determined by the Board of Directors and subject to any preferential dividend rights of any then outstanding Preferred Stock.
4. *Liquidation.* Upon the dissolution or liquidation of the Corporation, whether voluntary or involuntary, holders of Common Stock will be entitled to receive all assets of the Corporation available for distribution to its shareholders, subject to any preferential rights of any then outstanding Preferred Stock.

(c) Preferred Stock.

Authority is hereby expressly granted to the Board of Directors from time to time to issue the Preferred Stock in one or more series, and in connection with the creation of any such series, by resolution or resolutions, to provide for the issuance of shares thereof and, by filing such resolutions in a certificate of designation pursuant to the DGCL, to determine and fix the number of shares to be included in such series and such voting powers, full or limited, or no voting powers, and such designations, preferences and relative participating, optional or other special rights, and qualifications, limitations or restrictions thereof, including without limitation thereof, dividend rights, conversion rights, redemption privileges and liquidation preferences, as shall be stated and expressed in such resolutions, all to the full extent now or hereafter permitted by the DGCL. Without limiting the generality of the foregoing, the resolutions providing for issuance of any series of Preferred Stock may provide that such series shall be superior or rank equally or be junior to the Preferred Stock of any other series to the extent permitted by law.

**ARTICLE V
ELECTION OF DIRECTORS**

(a) Elections of directors need not be by written ballot unless the Bylaws of the Corporation shall so provide.

(b) Subject to the rights, if any, of the holders of one or more series of Preferred Stock, voting separately by series to elect directors in accordance with the terms of such Preferred Stock, each director shall be elected by the vote of a majority of the votes cast with respect to the director at a meeting of shareholders called for such purpose at which a quorum is present. For purposes of this paragraph (b), "a majority of the votes cast" means that the number of votes cast "for" a director must exceed the number of votes cast "against" that director.

(c) Notwithstanding paragraph (b) of this Article V, directors shall be elected by a plurality of the votes present and entitled to vote on the election of directors at any such meeting for which the number of nominees (other than nominees withdrawn on or before the day preceding the date the Corporation first mails its notice for such meeting to the shareholders) exceeds the number of directors to be elected.

**ARTICLE VI
AMENDMENT OF BYLAWS; DIRECTOR ACTION BY WRITTEN CONSENT**

(a) Amendment of Bylaws. In furtherance and not in limitation of the powers conferred by the DGCL, the Board of Directors of the Corporation is expressly authorized to adopt, amend or repeal the Bylaws of the Corporation.

(b) Director Action By Written Consent. In accordance with Section 141(f) of the DGCL, the Board of Directors of the Corporation is expressly authorized to act by unanimous written consent in lieu of a meeting, provided the writing is filed with the minutes.

**ARTICLE VII
SHAREHOLDER ACTION BY WRITTEN CONSENT**

(a) Action by Written Consent. All actions required or permitted to be taken by shareholders at an annual or special meeting of shareholders of the Corporation may be taken without a meeting by the written consent of the holders of capital stock of the Corporation entitled to vote provided that no such action may be effected except in accordance with the provisions of this Article VII, the Bylaws of the Corporation, and applicable law.

(b) Request for Record Date. The record date for determining shareholders entitled to consent to corporate action in writing without a meeting shall be as fixed by the Board of Directors or as otherwise established under this Article VII. Any shareholder seeking to have the shareholders authorize or take corporate action by written consent without a meeting shall request that a record date be fixed for such purpose by written notice addressed to the secretary of the Corporation and delivered to the Corporation and signed by a shareholder or shareholders holding ten percent (10%) or more of the voting power of the shares entitled to vote on the matter, except that such written

notice for the purpose of considering any action to directly or indirectly facilitate or effect a business combination, including any action to change or otherwise affect the composition of the Board of Directors for that purpose, shall be signed and delivered by a shareholder or shareholders holding twenty-five percent (25%) or more of the voting power of the shares entitled to vote on the matter. The written notice must contain the information set forth in paragraph (c) of this Article VII. Following delivery of the notice, the Board of Directors shall, by the later of (i) ten (10) days after delivery of a valid request to set a record date and (ii) five (5) days after delivery of any information requested by the Corporation to determine the validity of the request for a record date or to determine whether the action to which the request relates may be effected by written consent, determine the validity of the request and whether the request relates to an action that may be taken by written consent pursuant to this Article VII and, if appropriate, adopt a resolution fixing the record date for such purpose. The record date for such purpose shall be no more than ten (10) days after the date upon which the resolution fixing the record date is adopted by the Board of Directors and shall not precede the date such resolution is adopted. If the request has been determined to be valid and to relate to an action that may be effected by written consent pursuant to this Article VII or if no such determination shall have been made by the date required by this Article VII, and in either event no record date has been fixed by the Board of Directors, the record date shall be the first date on which a signed written consent relating to the action taken or proposed to be taken by written consent is delivered to the Corporation in the manner described in paragraph (g) of this Article VII; provided, that if prior action by the Board of Directors is required under the provisions of Delaware law, the record date shall be at the close of business on the day on which the Board of Directors adopts the resolution taking such prior action.

(c) Notice Requirements. Any notice required by paragraph (b) of this Article VII (i) must be delivered by a shareholder or shareholders holding ten percent (10%) or more of the voting power of the shares entitled to vote on the matter, or if the purpose of the proposed shareholder written consent is to consider any action to directly or indirectly facilitate or effect a business combination, including any action to change or otherwise affect the composition of the Board of Directors for that purpose, by a shareholder or shareholders holding twenty-five percent (25%) or more of the voting power of the shares entitled to vote on the matter (with evidence of such ownership attached to the notice), (ii) must describe the action proposed to be taken by written consent of shareholders, and (iii) must contain (a) such information and representations, to the extent applicable, then required by Section 2.11, Section 3.03 or any other applicable sections of the Corporation's Bylaws as though such shareholder was intending to make a nomination or to bring any other matter before a meeting of shareholders and (b) the text of the proposal(s) (including the text of any resolutions to be adopted by written consent of shareholders and the language of any proposed amendment to the bylaws of the Corporation). The Corporation may require the shareholder(s) submitting such notice to furnish such other information as may be requested by the Corporation to determine the validity of the request for a record date and to determine whether the request relates to an action that may be effected by written consent under this Article VII. In connection with an action or actions proposed to be taken by written consent in accordance with this Article VII, the shareholders seeking such action or actions shall further update and supplement the information previously provided to the Corporation in connection therewith, if necessary, as required by Section 2.11, Section 3.03 or any other applicable section of the Corporation's Bylaws.

(d) Actions Which May Be Taken by Written Consent. Shareholders are not entitled to act by written consent if (i) the action relates to an item of business that is not a proper subject for shareholder action under applicable law, (ii) the request for a record date for such action is received by the Corporation during the period commencing ninety (90) days prior to the first anniversary of the date of the immediately preceding annual meeting and ending on the date of the next annual meeting, (iii) an annual or special meeting of shareholders that included an item of business substantially the same as or substantially similar to such action ("Similar Item") was held not more than one hundred twenty (120) days before such request for a record date was received by the secretary of the Corporation, (iv) a Similar Item is to be included in the Corporation's notice as an item of business to be brought before a meeting of the shareholders that is to be called within forty (40) days after the request for a record date is received and held as soon as practicable thereafter or (v) such record date request was made in a manner that involved a violation of Regulation 14A under the Securities Exchange Act of 1934 (the "Exchange Act") or other applicable law. For purposes of this paragraph (d), the nomination, election or removal of directors shall be deemed to be a Similar Item with respect to all actions involving the nomination, election or removal of directors, changing the size of the Board of Directors and filling of vacancies and/or newly created directorships resulting from any increase in the authorized number of directors. The Board of Directors shall determine in good faith whether a record date is required to be set under the provisions of this Article VII.

(c) Manner of Consent Solicitation. Shareholders may take action by written consent only if consents are solicited by the shareholder or group of shareholders seeking to take action by written consent of shareholders from all holders of capital stock of the Corporation entitled to vote on the matter pursuant to a consent solicitation conducted pursuant to Regulation 14A of the Exchange Act, without reliance upon the exemption contained in Rule 14a-2(b)(2) of the Exchange Act and in accordance with this Article VII and applicable law.

(f) Date of Consent. Every written consent purporting to take or authorize the taking of corporate action (each such written consent is referred to in this paragraph and in paragraph (g) as a "Consent") must bear the date of signature of each shareholder who signs the Consent, and no Consent shall be effective to take the corporate action referred to therein unless, within 60 days of the earliest dated Consent delivered in the manner required by paragraph (g) of this Article VII and not later than one hundred twenty (120) days after the record date, Consents signed by a sufficient number of shareholders to take such action are so delivered to the Corporation.

(g) Delivery of Consents. No Consents may be dated or delivered to the Corporation or its registered office in the State of Delaware until 50 days after the record date. Consents must be delivered to the Corporation by delivery to its registered office in the State of Delaware or its principal place of business. Delivery must be made by hand or by certified or registered mail, return receipt requested. In the event of the delivery to the Corporation of Consents, the secretary of the Corporation, or such other officer of the Corporation as the Board of Directors may designate, shall provide for the safe-keeping of such Consents and any related revocations and shall promptly conduct such ministerial review of the sufficiency of all Consents and any related revocations and of the validity of the action to be taken by written consent as the secretary of the Corporation, or such other officer of the Corporation as the Board of Directors may designate, as the case may be, deems necessary or appropriate, including, without limitation, whether the shareholders of a number of shares having the requisite voting power to authorize or take the action specified in Consents have given consent; provided, however, that if the action to which the Consents relate is the removal or replacement of one or more members of the Board of Directors, the secretary of the Corporation, or such other officer of the Corporation as the Board of Directors may designate, as the case may be, shall promptly designate two persons, who shall not be members of the Board of Directors, to serve as inspectors ("Inspectors") with respect to such Consent and such Inspectors shall discharge the functions of the secretary of the Corporation, or such other officer of the Corporation as the Board of Directors may designate, as the case may be, under this Article VII. If after such investigation the secretary of the Corporation, such other officer of the Corporation as the Board of Directors may designate or the Inspectors, as the case may be, shall determine that the action purported to have been taken is duly authorized by the Consents, that fact shall be certified on the records of the Corporation kept for the purpose of recording the proceedings of meetings of shareholders and the Consents shall be filed in such records. In conducting the investigation required by this section, the secretary of the Corporation, such other officer of the Corporation as the Board of Directors may designate or the Inspectors, as the case may be, may, at the expense of the Corporation, retain special legal counsel and any other necessary or appropriate professional advisors as such person or persons may deem necessary or appropriate and, to the fullest extent permitted by law, shall be fully protected in relying in good faith upon the opinion of such counsel or advisors.

(h) Effectiveness of Consent. Notwithstanding anything in this Certificate of Incorporation or the DGCL to the contrary, no action may be taken by the shareholders by written consent except in accordance with this Article VII. If the Board of Directors shall determine that any request to fix a record date or to take shareholder action by written consent was not properly made in accordance with, or relates to an action that may not be effected by written consent pursuant to, this Article VII, or the shareholder or shareholders seeking to take such action do not otherwise comply with this Article VII, then the Board of Directors shall not be required to fix a record date and any such purported action by written consent shall be null and void to the fullest extent permitted by applicable law. No action by written consent without a meeting shall be effective until such date as the secretary of the Corporation, such other officer of the Corporation as the Board of Directors may designate, or the Inspectors, as applicable, certify to the Corporation that the Consents delivered to the Corporation in accordance with paragraph (g) of this Article VII, represent at least the minimum number of votes that would be necessary to take the corporate action at a meeting at which all shares entitled to vote thereon were present and voted, in accordance with the DGCL and this Certificate of Incorporation.

(i) Challenge to Validity of Consent. Nothing contained in this Article VII shall in any way be construed to suggest or imply that the Board of Directors of the Corporation or any shareholder shall not be entitled to contest the validity of any Consent or related revocations, whether before or after such certification by the secretary of the

Corporation, such other officer of the Corporation as the Board of Directors may designate or the Inspectors, as the case may be, or to take any other action (including, without limitation, the commencement, prosecution, or defense of any litigation with respect thereto, and the seeking of injunctive relief in such litigation).

(j) Board-solicited Shareholder Action by Written Consent. Notwithstanding anything to the contrary set forth above, (i) none of the foregoing provisions of this Article VII shall apply to any solicitation of shareholder action by written consent by or at the direction of the Board of Directors and (ii) the Board of Directors shall be entitled to solicit shareholder action by written consent in accordance with applicable law.

ARTICLE VIII COMPROMISE OR ARRANGEMENT BETWEEN CORPORATION AND CREDITORS

Whenever a compromise or arrangement is proposed between this Corporation and its creditors or any class of them and/or between this Corporation and its shareholders or any class of them, any court of equitable jurisdiction within the State of Delaware may, on the application in a summary way of this Corporation or of any creditor or shareholder thereof or on the application of any receiver or receivers appointed for this Corporation under Section 291 of the DGCL or on the application of trustees in dissolution or of any receiver or receivers appointed for this Corporation under Section 279 of the DGCL order a meeting of the creditors or class of creditors, and/or of the shareholders or class of shareholders of this Corporation, as the case may be, to be summoned in such manner as the said court directs. If a majority in number representing three-fourths in value of the creditors or class of creditors, and/or of the shareholders or class of shareholders of this Corporation, as the case may be, agree to any compromise or arrangement and to any reorganization of this Corporation as consequence of such compromise or arrangement, the said compromise or arrangement and the said reorganization shall, if sanctioned by the court to which the said application has been made, be binding on all the creditors or class of creditors, and/or on all the shareholders or class of shareholders, of this Corporation, as the case may be, and also on this Corporation.

ARTICLE IX LIMITATION ON LIABILITY

To the fullest extent permitted by the DGCL, as it presently exists or may hereafter be amended from time to time, a director of the Corporation shall not be personally liable to the Corporation or its shareholders for monetary damages for breach of fiduciary duty as a director. Notwithstanding the foregoing sentence, a director shall be liable to the extent provided by applicable law (i) for breach of the director's duty of loyalty to the Corporation or its shareholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) pursuant to Section 174 of the DGCL, or (iv) for any transaction from which the director derived an improper personal benefit. If the DGCL is amended to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the DGCL, as so amended.

Neither any amendment nor repeal of this Article, nor the adoption of any provision of the Corporation's Certificate of Incorporation inconsistent with this Article, shall eliminate or reduce the effect of this Article in respect of any matter occurring, or any cause of action, suit or proceeding accruing or arising or that, but for this Article, would accrue or arise, prior to such amendment, repeal or adoption of an inconsistent provision.

ARTICLE X INDEMNIFICATION OF DIRECTORS AND OFFICERS

The Corporation shall have the power to indemnify, to the extent permitted by the DGCL, as it presently exists or may hereafter be amended from time to time, any employee or agent of the Corporation who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (a "Proceeding") by reason of the fact that he or she is or was a director, officer, employee or agent of the Corporation or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans, against expenses (including attorneys' fees), judgments,

finances and amounts paid in settlement actually and reasonably incurred by such person in connection with any such Proceeding.

A right to indemnification or to advancement of expenses arising under a provision of this Certificate of Incorporation or a bylaw of the Corporation shall not be eliminated or impaired by an amendment to this Certificate of Incorporation or the Bylaws of the Corporation after the occurrence of the act or omission that is the subject of the civil, criminal, administrative or investigative action, suit or proceeding for which indemnification or advancement of expenses is sought, unless the provision in effect at the time of such act or omission explicitly authorizes such elimination or impairment after such action or omission has occurred.

ARTICLE XI CHOICE OF FORUM

The Court of Chancery of the State of Delaware (or, if the Court of Chancery does not have jurisdiction, another state court located within the State of Delaware or, if no state court located within the State of Delaware has jurisdiction, the United States District Court for the District of Delaware) shall be the sole and exclusive forum for (i) any derivative action or proceeding brought on behalf of the Corporation, (ii) any action asserting a claim of breach of a fiduciary duty owed by, or other wrongdoing by, any director, officer, employee or agent of the Corporation to the Corporation or to the Corporation's shareholders, (iii) any action asserting a claim against the Corporation arising pursuant to any provision of the DGCL or the Corporation's Certificate of Incorporation or Bylaws, (iv) any action to interpret, apply, enforce or determine the validity of the Corporation's Certificate of Incorporation or Bylaws, or (v) any action asserting a claim against the Corporation governed by the internal affairs doctrine. Any person or entity purchasing or otherwise acquiring any interest in shares of capital stock of the Corporation shall be deemed to have notice of and to have consented to the provisions of this Article XI.

ARTICLE XII INCORPORATOR

The name and mailing address of the Incorporator are as follows:

The incorporator is Dannette L. Smith, whose address is 9900 Bren Road East, Minnetonka, Minnesota 55343.

[Remainder of page intentionally left blank.]

I, THE UNDERSIGNED, being the Incorporator hereinbefore named, for the purpose of forming a corporation pursuant to the General Corporation Law of the State of Delaware, do make, file and record this Certificate of Incorporation, hereby declaring and certifying that the facts herein stated are true and, accordingly, have hereunto set my hand this 1st day of July, 2015.


Dannette L. Smith
Sole Incorporator

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Mark: LIBERTY LUTHERAN SERVICES

LIBERTY LUTHERAN SERVICES

US Serial Number: 76062997

Application Filing Date: May 19, 2000

US Registration Number: 2590534

Registration Date: Jul. 09, 2002

Register: Principal

Mark Type: Service Mark

Status: The registration has been renewed.

Status Date: Jul. 18, 2012

Publication Date: Apr. 16, 2002

Mark Information

Mark Literal Elements: LIBERTY LUTHERAN SERVICES

Standard Character Claim: No

Mark Drawing Type: 1 - TYPESET WORD(S) /LETTER(S) /NUMBER(S)

Disclaimer: "LUTHERAN SERVICES"

Goods and Services

Note:

The following symbols indicate that the registrant/owner has amended the goods/services:

- Brackets [...] indicate deleted goods/services;
- Double parenthesis ((.)) identify any goods/services not claimed in a Section 15 affidavit of incontestability; and
- Asterisks *..* identify additional (new) wording in the goods/services.

For: Charitable fund-raising

International Class(es): 036 - Primary Class

U.S Class(es): 100, 101, 102

Class Status: ACTIVE

Basis: 1(a)

First Use: Jan. 01, 2001

Use in Commerce: Jan. 01, 2001

For: Health care services, namely providing nursing care, assisted living, continuing care, and preventative health services; social services, namely providing day care centers, after-school programs, housing, retirement homes and adoption, foster care and elder care services; charitable services, namely providing food, clothing, medicine and services to immigrants and refugees

International Class(es): 042 - Primary Class

U.S Class(es): 100, 101

Class Status: ACTIVE

Basis: 1(a)

First Use: Jan. 01, 2001

Use in Commerce: Jan. 01, 2001

Basis Information (Case Level)

Filed Use: No

Currently Use: Yes

Amended Use: No

Filed ITU: Yes

Currently ITU: No

Amended ITU: No

Filed 44D: No

Currently 44D: No

Amended 44D: No

Filed 44E: No

Currently 44E: No

Amended 44E: No

Filed 66A: No

Currently 66A: No

Filed No Basis: No

Currently No Basis: No

Current Owner(s) Information

Owner Name: Liberty Lutheran Services

Owner Address: 250 N. Bethlehem Pike
Ambler, PENNSYLVANIA 19002
UNITED STATES

Legal Entity Type: CORPORATION

State or Country Where Organized: PENNSYLVANIA

Attorney/Correspondence Information

Attorney of Record

Attorney Name: Jamie B. Bischoff

Docket Number: 00079115

Attorney Primary Email Address: bischoff@ballardspahr.com

Attorney Email Authorized: Yes

Correspondent

Correspondent Name/Address: Jamie B. Bischoff
Ballard Spahr LLP
1735 MARKET STREET, 51ST FLOOR
PHILADELPHIA, PENNSYLVANIA 19103-7599
UNITED STATES

Phone: 215.864.8207

Fax: 215.864.8999

Correspondent e-mail: bischoff@ballardspahr.com phila_tmddocketing@ballardspahr.com

Correspondent e-mail Authorized: Yes

Domestic Representative - Not Found

Prosecution History

| Date | Description | Proceeding Number |
|---------------|--|-------------------|
| Jul. 18, 2012 | NOTICE OF ACCEPTANCE OF SEC. 8 & 9 - E-MAILED | |
| Jul. 18, 2012 | REGISTERED AND RENEWED (FIRST RENEWAL - 10 YRS) | 69471 |
| Jul. 18, 2012 | REGISTERED - SEC. 8 (10-YR) ACCEPTED/SEC. 9 GRANTED | 69471 |
| Jul. 18, 2012 | CASE ASSIGNED TO POST REGISTRATION PARALEGAL | 69471 |
| Jul. 08, 2012 | TEAS SECTION 8 & 9 RECEIVED | |
| Oct. 17, 2007 | CASE FILE IN TICRS | |
| Oct. 01, 2007 | ATTORNEY/DOM.REP.REVOKED AND/OR APPOINTED | |
| Oct. 01, 2007 | TEAS REVOKE/APP/CHANGE ADDR OF ATTY/DOM REP RECEIVED | |
| Sep. 25, 2007 | REGISTERED - SEC. 8 (6-YR) ACCEPTED | 67723 |
| Sep. 19, 2007 | ASSIGNED TO PARALEGAL | 67723 |
| Sep. 06, 2007 | REGISTERED - SEC. 8 (6-YR) FILED | |
| Sep. 06, 2007 | TEAS SECTION 8 RECEIVED | |
| Jul. 09, 2002 | REGISTERED-PRINCIPAL REGISTER | |
| Apr. 16, 2002 | PUBLISHED FOR OPPOSITION | |
| Mar. 27, 2002 | NOTICE OF PUBLICATION | |
| Feb. 08, 2002 | USE AMENDMENT ACCEPTED | |
| Sep. 06, 2001 | APPROVED FOR PUB - PRINCIPAL REGISTER | |
| Jun. 11, 2001 | CORRESPONDENCE RECEIVED IN LAW OFFICE | |
| Aug. 15, 2001 | AMENDMENT TO USE PROCESSING COMPLETE | |
| Jun. 11, 2001 | USE AMENDMENT FILED | |
| Jan. 22, 2001 | NON-FINAL ACTION MAILED | |
| Dec. 01, 2000 | ASSIGNED TO EXAMINER | 78180 |

Maintenance Filings or Post Registration Information

Affidavit of Continued Use: Section 8 - Accepted

Renewal Date: Jul. 09, 2012

TM Staff and Location Information

TM Staff Information - None

File Location

Current Location: GENERIC WEB UPDATE

Date in Location: Jul. 18, 2012

Int. Cls.: 36 and 42

Prior U.S. Cls.: 100, 101 and 102

United States Patent and Trademark Office

Reg. No. 2,590,534

Registered July 9, 2002

**SERVICE MARK
PRINCIPAL REGISTER**

LIBERTY LUTHERAN SERVICES

LIBERTY LUTHERAN SERVICES (PENNSYLVANIA CORPORATION)
9898 BUSTLETON AVENUE
PHILADELPHIA, PA 19115

FOR: CHARITABLE FUND-RAISING, IN CLASS 36 (U.S. CLS. 100, 101 AND 102).

FIRST USE 1-1-2001; IN COMMERCE 1-1-2001.

FOR: HEALTH CARE SERVICES, NAMELY PROVIDING NURSING CARE, ASSISTED LIVING, CONTINUING CARE, AND PREVENTATIVE HEALTH SERVICES; SOCIAL SERVICES, NAMELY PROVIDING DAY CARE CENTERS, AFTER-SCHOOL PROGRAMS, HOUSING, RETIREMENT HOMES AND

ADOPTION, FOSTER CARE AND ELDER CARE SERVICES; CHARITABLE SERVICES, NAMELY PROVIDING FOOD, CLOTHING, MEDICINE AND SERVICES TO IMMIGRANTS AND REFUGEES, IN CLASS 42 (U.S. CLS. 100 AND 101).

FIRST USE 1-1-2001; IN COMMERCE 1-1-2001.

NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "LUTHERAN SERVICES", APART FROM THE MARK AS SHOWN.

SER. NO. 76-062,997, FILED 5-19-2000.

JASON LOTT, EXAMINING ATTORNEY

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Mark: THE LIBERTY

THE LIBERTY

US Serial Number: 75835910

Application Filing Date: Oct. 29, 1999

US Registration Number: 2465183

Registration Date: Jul. 03, 2001

Register: Principal

Mark Type: Service Mark

Status: The registration has been renewed.

Status Date: Mar. 08, 2011

Publication Date: Apr. 10, 2001

Mark Information

Mark Literal Elements: THE LIBERTY

Standard Character Claim: No

Mark Drawing Type: 1 - TYPESET WORD(S) /LETTER(S) /NUMBER(S)

Goods and Services

Note:

The following symbols indicate that the registrant/owner has amended the goods/services:

- Brackets [...] indicate deleted goods/services;
- Double parenthesis ((.)) identify any goods/services not claimed in a Section 15 affidavit of incontestability; and
- Asterisks *..* identify additional (new) wording in the goods/services.

For: HEALTH CARE SERVICES IN THE NATURE OF PROVIDING HOUSING, PERSONALIZED SUPPORT SERVICES, AND HEALTH CARE FOR RESIDENTS OF AN ASSISTED LIVING COMMUNITY WHO REQUIRE HELP WITH ACTIVITIES OF DAILY LIVING

International Class(es): 042 - Primary Class

U.S Class(es): 100, 101

Class Status: ACTIVE

Basis: 1(a)

First Use: Oct. 08, 1998

Use in Commerce: Oct. 08, 1998

Basis Information (Case Level)

Filed Use: Yes

Currently Use: Yes

Amended Use: No

Filed ITU: No

Currently ITU: No

Amended ITU: No

Filed 44D: No

Currently 44D: No

Amended 44D: No

Filed 44E: No

Currently 44E: No

Amended 44E: No

Filed 66A: No

Currently 66A: No

Filed No Basis: No

Currently No Basis: No

Current Owner(s) Information

Owner Name: KIRTLAND MIDWEST HEALTHCARE GROUP, LLC

Owner Address: 30050 CHAGRIN BOULEVARD
SUITE 100
PEPPER PIKE, OHIO 441245704
UNITED STATES

Legal Entity Type: LIMITED LIABILITY COMPANY

State or Country Where Organized: DELAWARE

Attorney/Correspondence Information

Attorney of Record

Attorney Name: Colleen F. Goss
Attorney Primary Email Address: uspto@faysharpe.com
Docket Number: HHHZ 5 00001
Attorney Email Authorized: Yes

Correspondent

Correspondent Name/Address: Colleen F. Goss
FAY SHARPE LLP
1228 Euclid Avenue
The Halle Building, 5th Floor
Cleveland, OHIO 44115
UNITED STATES
Phone: 216-363-9000
Correspondent e-mail: USPTO@FaySharpe.com
Fax: 216-363-9001
Correspondent e-mail Authorized: Yes

Domestic Representative - Not Found

Prosecution History

| Date | Description | Proceeding Number |
|---------------|--|-------------------|
| Apr. 06, 2011 | AUTOMATIC UPDATE OF ASSIGNMENT OF OWNERSHIP | |
| Mar. 08, 2011 | REGISTERED AND RENEWED (FIRST RENEWAL - 10 YRS) | 68335 |
| Mar. 08, 2011 | REGISTERED - SEC. 8 (10-YR) ACCEPTED/SEC. 9 GRANTED | |
| Feb. 22, 2011 | REGISTERED - COMBINED SECTION 8 (10-YR) & SEC. 9 FILED | 68335 |
| Feb. 22, 2011 | REGISTERED - COMBINED SECTION 8 (10-YR) & SEC. 9 FILED | |
| Feb. 22, 2011 | PAPER RECEIVED | |
| Mar. 30, 2009 | TEAS CHANGE OF CORRESPONDENCE RECEIVED | |
| Aug. 14, 2007 | REGISTERED - SEC. 8 (6-YR) ACCEPTED & SEC. 15 ACK. | 68335 |
| Jul. 31, 2007 | ASSIGNED TO PARALEGAL | 68335 |
| Jul. 03, 2007 | REGISTERED - SEC. 8 (6-YR) & SEC. 15 FILED | |
| Jul. 04, 2007 | AUTOMATIC UPDATE OF ASSIGNMENT OF OWNERSHIP | |
| Jul. 03, 2007 | TEAS SECTION 8 & 15 RECEIVED | |
| Oct. 05, 2006 | CASE FILE IN TICRS | |
| Jul. 03, 2001 | REGISTERED-PRINCIPAL REGISTER | |
| Apr. 10, 2001 | PUBLISHED FOR OPPOSITION | |
| Mar. 28, 2001 | NOTICE OF PUBLICATION | |
| Jan. 10, 2001 | APPROVED FOR PUB - PRINCIPAL REGISTER | |
| Sep. 28, 2000 | CORRESPONDENCE RECEIVED IN LAW OFFICE | |
| Mar. 29, 2000 | NON-FINAL ACTION MAILED | |
| Mar. 23, 2000 | ASSIGNED TO EXAMINER | 76511 |

Maintenance Filings or Post Registration Information

Affidavit of Continued Use: Section 8 - Accepted
Affidavit of Incontestability: Section 15 - Accepted
Renewal Date: Jul. 03, 2011

TM Staff and Location Information

TM Staff Information - None

File Location

Current Location: GENERIC WEB UPDATE
Date in Location: Mar. 08, 2011

Assignment Abstract Of Title Information

Summary

Total Assignments: 2

Registrant: Heather Hill, Inc.

Assignment 1 of 2

Conveyance: CHANGE OF NAME

Reel/Frame: [3573/0397](#)

Pages: 7

Date Recorded: Jul. 03, 2007

Supporting Documents: [assignment-tm-3573-0397.pdf](#)**Assignor**Name: [HEATHER HILL, INC.](#)

Execution Date: Oct. 25, 2000

Legal Entity Type: CORPORATION

State or Country Where Organized: OHIO

AssigneeName: [UNIVERSITY HOSPITALS HEALTH SYSTEM - HEATHER HILL, INC.](#)

Legal Entity Type: CORPORATION

State or Country Where Organized: OHIO

Address: 12340 BASS LAKE ROAD
CHARDON, OHIO 44024**Correspondent**

Correspondent Name: COLLEEN F. GOSS

Correspondent Address: 1100 SUPERIOR AVENUE
SEVENTH FLOOR
CLEVELAND, OH 44114**Domestic Representative - Not Found****Assignment 2 of 2**

Conveyance: ASSIGNS THE ENTIRE INTEREST

Reel/Frame: [4513/0459](#)

Pages: 8

Date Recorded: Apr. 01, 2011

Supporting Documents: [assignment-tm-4513-0459.pdf](#)**Assignor**Name: [UNIVERSITY HOSPITALS HEALTH SYSTEM-
HEATHER HILL, INC.](#)

Execution Date: Apr. 01, 2011

Legal Entity Type: CORPORATION

State or Country Where Organized: OHIO

AssigneeName: [KIRTLAND MIDWEST HEALTHCARE GROUP, LLC](#)

Legal Entity Type: LIMITED LIABILITY COMPANY

State or Country Where Organized: DELAWARE

Address: 30050 CHAGRIN BOULEVARD
SUITE 100
PEPPER PIKE, OHIO 44124-5704**Correspondent**

Correspondent Name: JASON S. GREIS, ESQ.

Correspondent Address: 77 W. WACKER DRIVE
SUITE 4100
CHICAGO, IL 60601**Domestic Representative - Not Found**

Int. Cl.: 42

Prior U.S. Cls.: 100 and 101

Reg. No. 2,465,183

United States Patent and Trademark Office

Registered July 3, 2001

**SERVICE MARK
PRINCIPAL REGISTER**

THE LIBERTY

HEATHER HILL, INC. (OHIO CORPORATION)
12340 BASS LAKE ROAD
CHARDON, OH 440249364

DAILY LIVING, IN CLASS 42 (U.S. CLS. 100 AND 101).

FIRST USE 10-8-1998; IN COMMERCE 10-8-1998.

SER. NO. 75-835,910, FILED 10-29-1999.

FOR: HEALTH CARE SERVICES IN THE NATURE OF PROVIDING HOUSING, PERSONALIZED SUPPORT SERVICES, AND HEALTH CARE FOR RESIDENTS OF AN ASSISTED LIVING COMMUNITY WHO REQUIRE HELP WITH ACTIVITIES OF

GINNY ISAACSON, EXAMINING ATTORNEY

Int. Cl.: 42

Prior U.S. Cls.: 100 and 101

United States Patent and Trademark Office

Reg. No. 2,465,183

Registered July 3, 2001

**SERVICE MARK
PRINCIPAL REGISTER**

THE LIBERTY

HEATHER HILL, INC. (OHIO CORPORATION)
12340 BASS LAKE ROAD
CHARDON, OH 440249364

FOR: HEALTH CARE SERVICES IN THE NATURE OF PROVIDING HOUSING, PERSONALIZED SUPPORT SERVICES, AND HEALTH CARE FOR RESIDENTS OF AN ASSISTED LIVING COMMUNITY WHO REQUIRE HELP WITH ACTIVITIES OF

DAILY LIVING, IN CLASS 42 (U.S. CLS. 100 AND 101).

FIRST USE 10-8-1998; IN COMMERCE 10-8-1998.

SER. NO. 75-835,910, FILED 10-29-1999.

GINNY ISAACSON, EXAMINING ATTORNEY

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

| | | | |
|---|--|-----------------------|--------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| University Hospitals Health System- Heather Hill, Inc. | | 04/01/2011 | CORPORATION: OHIO |
| RECEIVING PARTY DATA | | | |
| Name: | Kirtland Midwest Healthcare Group, LLC | | |
| Street Address: | 30050 Chagrin Boulevard | | |
| Internal Address: | Suite 100 | | |
| City: | Pepper Pike | | |
| State/Country: | OHIO | | |
| Postal Code: | 44124-5704 | | |
| Entity Type: | LIMITED LIABILITY COMPANY: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 75835910 | THE LIBERTY | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (312)698-4550 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | 3128498217 | | |
| Email: | jgreis@mcguirewoods.com | | |
| Correspondent Name: | Jason S. Greis, Esq. | | |
| Address Line 1: | 77 W. Wacker Drive | | |
| Address Line 2: | Suite 4100 | | |
| Address Line 4: | Chicago, ILLINOIS 60601 | | |
| NAME OF SUBMITTER: | Jason S. Greis | | |
| Signature: | /jsg/ | | |
| Date: | 04/01/2011 | | |

OP \$40.00 75835910

Total Attachments: 6

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EXECUTION COPY

SERVICE MARK ASSIGNMENT AGREEMENT

This Service Mark Assignment Agreement (the "Assignment") is entered into as of April 1, 2011 (the "Effective Date") by and between University Hospitals Health System---Heather Hill, Inc. (the "Assignor"), an Ohio not-for-profit corporation, and Kirtland Midwest Healthcare Group, LLC (the "Assignee"), a Delaware limited liability company. The Assignor and Assignee may be referred to individually as a "Party" or collectively as the "Parties." Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms as set forth in the Asset Purchase Agreement (the "APA"), dated February 28, 2011, among University Hospitals Health System-Heather Hill Rehabilitation Hospital, Inc., d/b/a/ University Hospital Extended Care Campus, University Hospitals Health System-Heather Hill, Inc., Kirtland Midwest Healthcare Group, LLC and Provider Services Holdings, LLC.

RECITALS

WHEREAS, Assignor has registered that certain service mark (the "Service Mark") with the United States Patent and Trademark Office (the "USPTO") with Registration Number 2465183 and Serial Number 75835910;

WHEREAS, it is Assignor's intention to assign and transfer to the Assignee all of its right, title, and interest in and to the Service Mark in accordance with the terms of this Assignment; and

WHEREAS, Assignee desires to acquire all of Assignor's right, title, and interest in and to the Service Mark in accordance with the terms of this Assignment.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. Assignment.

1.1 Assignor does hereby irrevocably and unconditionally sell, assign, convey, transfer and deliver to Assignee and its successors and assigns, to and for its or their use forever all of the right, title and interest of the Assignor in and to the Service Mark, with Registration Number 2465183 and Serial Number 75835910, free and clear of all encumbrances, together with the goodwill that the Assignor and its licensees have developed in the Service Mark, to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its subsidiaries, affiliates, successors, assigns, licensees, and legal representatives, as such rights would have been held and enjoyed by the Assignor had this Assignment not been made. Without limitation of the foregoing, the rights hereby assigned to Assignee include the common law rights of the Assignor.

1.2 The rights assigned hereunder specifically include the right to sue for any and all past infringements of the Service Mark, and to receive any and all damages awarded as a result of any such claim.

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1.3 The terms and provisions of this Assignment shall be binding upon the Assignor and its respective successors and assigns, and shall inure to the benefit of Assignee and its successors and assigns.

1.4 Nothing in this Assignment is intended to or shall confer upon any person other than the Parties and their respective successors and assigns, any rights, benefits, or remedies of any nature whatsoever under or by reason of this Assignment or any transaction contemplated by this Assignment.

2. Assignment Process. Assignor agrees to change the registered owner of the Service Mark to Assignee and Assignee agrees to accept the change of the registered owner of the Service Mark, which shall be accomplished by Assignor completing and submitting a Recordation Form Cover Sheet for Trademarks Only Application (the "Recordation Form") and other required information, including but not limited to an executed copy of this Assignment, using the USPTO online filing system. Assignor shall deliver evidence of the completed online filing to Assignee as of the Closing Date of the transaction contemplated by the APA.

3. Registration Fees. Assignor shall bear any and all registration fees incurred by submitting the Recordation Form and other required information to the USPTO to assign the Service Mark to Assignee.

4. Representations and Warranties.

4.1 Assignor hereby represents and warrants as follows:

4.1.1 Assignor is an Ohio not-for-profit corporation duly registered and validly existing under the laws of the State of Ohio.

4.1.2 Assignor has the exclusive ownership of the Service Mark and no rights or equity of any third party is prejudiced due to the using of the Service Mark. Further, there is no litigation or any other disputes arising from or relating to the Service Mark.

4.1.3 Assignor, subject to its business scope and corporate power, has obtained (or will obtain prior to the Effective Date) full authority and all consents and approvals of any other third party and government necessary to execute and perform this Assignment, which shall not be contrary to any enforceable and effective laws or contracts.

4.1.4 The Service Mark constitutes the sole trademark, tradename, slogan, logo, design, patent, patent application, registered copyright and copyright application owned by or licensed to Sellers (excluding those trademarks, tradenames and service marks identifying "University Hospitals" and any affiliate or Parent thereof).

4.2 Assignee hereby represents and warrants as follows:

4.2.1 Assignee is a Delaware limited liability company validly existing under the laws of the State of Delaware.

EXECUTION COPY

4.2.2 Assignee, subject to its business scope and limited liability company authority, has taken (or will take) all necessary steps and obtained full authority and all consents and approvals of any other third party and government necessary to execute and perform this Assignment, which shall not be contrary to any enforceable and effective laws or contracts.

5. **Effective Date.** This Assignment shall be effective as of the Closing Date of the transaction contemplated by the APA.

6. **Applicable Law.** The validity, interpretation and implementation of this Assignment shall be governed by the laws of the State of Ohio, without respect to conflict of law principles.

7. **Amendment and Supplement.** Any amendment or supplement of this Assignment shall come into full force and effect only after a written agreement is signed by both Parties, which shall become part of this Assignment.

8. **Notice.** Any notice or other communication required or permitted hereunder shall be in writing and shall be deemed to have been duly given or made as follows: (a) if sent by registered or certified mail in the United States return receipt requested, upon receipt; (b) if sent designated for overnight delivery by nationally recognized overnight air courier (such as Federal Express, UPS or DHL), one (1) business day after mailing; (c) if sent by facsimile transmission or electronic mail before 5:00 p.m. (Eastern Time) and receipt is confirmed through a delivery report as of the date sent; (d) if sent by facsimile transmission or electronic mail after 5:00 p.m. (Eastern Time) and receipt is confirmed through a delivery report, on the following business day; and (e) if otherwise actually personally delivered, when delivered, provided that such notices, requests, demands and other communications are delivered to the addresses set forth below, or to such other address as any Party shall provide by like notice to the other Parties:

If to Assignor:

University Hospitals Health System
UH Management Services Center - MSC 9110
3605 Warrensville Center Road
Shaker Heights, Ohio 44122
Attn: General Counsel

With a copy to:

McGuireWoods LLP
77 W. Wacker Dr., Suite 4100
Chicago, Illinois 60601-1818
Attn: Jason S. Greis, Esq.

EXECUTION COPY

If to Assignee:

Kirtland Midwest Healthcare Group, LLC
30050 Chagrin Blvd., Suite 100
Pepper Pike, Ohio 44124-5704
Attn: Stephen M. Krutowsky

With a copy to:

Brenner Kaprosy Mitchell, L.L.P.
30050 Chagrin Blvd., Suite 100
Pepper Pike, Ohio 44124-5704
Attn: T. David Mitchell, Esq.

9. Severability. Any provision of this Assignment which is invalid or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability, without affecting in any way the remaining provisions hereof in such jurisdiction or rendering that any other provision of this Assignment invalid or unenforceable in any other jurisdiction.

10. Counterparts. This Assignment may be executed by each of the Parties hereto in any number of counterparts, each of which counterpart, when so executed and delivered, shall be deemed to be an original and all such counterparts shall together constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

EXECUTION COPY

IN WITNESS WHEREOF, the Parties hereto have caused this Assignment to be entered into as of the Effective Date.

ASSIGNOR:

**UNIVERSITY HOSPITALS HEALTH
SYSTEM-HEATHER HILL, INC.**

By: _____



Name: Susan V. Juris

Its: President

ASSIGNEE:

**KIRTLAND MIDWEST HEALTHCARE
GROUP, LLC**

By: _____

Name: R. Chad Brenner

Its: Manager

EXECUTION COPY

IN WITNESS WHEREOF, the Parties hereto have caused this Assignment to be entered into as of the Effective Date.

ASSIGNOR:

**UNIVERSITY HOSPITALS HEALTH
SYSTEM-HEATHER HILL, INC.**

By: _____

Name: Susan V. Juris

Its: President

ASSIGNEE:

**KIRTLAND MIDWEST HEALTHCARE
GROUP, LLC**

By:  _____

Name: R. Chad Brenner

Its: Manager

Service Mark Assignment Agreement Signature Page

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

| | | | |
|----------------------------------|--|--------------------------------|--------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | CHANGE OF NAME | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Heather Hill, Inc. | | 10/25/2000 | CORPORATION: OHIO |
| RECEIVING PARTY DATA | | | |
| Name: | University Hospitals Health System - Heather Hill, Inc. | | |
| Street Address: | 12340 Bass Lake Road | | |
| City: | Chardon | | |
| State/Country: | OHIO | | |
| Postal Code: | 44024 | | |
| Entity Type: | CORPORATION: OHIO | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2465183 | THE LIBERTY | |
| Registration Number: | 2423559 | CATERED ASSISTANCE WITH LIVING | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (216)241-1666 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | 216-861-5582 | | |
| Email: | uspto@faysharpe.com | | |
| Correspondent Name: | Colleen F. Goss | | |
| Address Line 1: | 1100 Superior Avenue | | |
| Address Line 2: | Seventh Floor | | |
| Address Line 4: | Cleveland, OHIO 44114 | | |
| ATTORNEY DOCKET NUMBER: | HHHZ 5 00001 | | |
| NAME OF SUBMITTER: | Colleen F. Goss | | |
| Signature: | /colleenfgoss/ | | |

OP \$65.00 2465183

Date:

07/03/2007

Total Attachments: 5

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| DATE: | DOCUMENT ID | DESCRIPTION | FILING | EXPED | PENALTY | CERT | COPY |
|------------|--------------|--|--------|-------|---------|------|------|
| 11/01/2000 | 200030502308 | DOMESTIC/AMENDED RESTATED ARTICLES (AMA) | 25.00 | 10.00 | .00 | .00 | .00 |

Receipt

This is not a bill. Please do not remit payment.

JONES DAY REEVIS & POGUE
41 S. HIGH ST. SUITE 1900
HEIDI BOWMAN
COLUMBUS, OH 43215

STATE OF OHIO

Ohio Secretary of State, J. Kenneth Blackwell

172555

It is hereby certified that the Secretary of State of Ohio has custody of the business records for

UNIVERSITY HOSPITALS HEALTH SYSTEM-HEATHER HILL, INC.

and, that said business records show the filing and recording of:

Document(s)

DOMESTIC/AMENDED RESTATED ARTICLES

Document No(s):

200030502308



United States of America
State of Ohio
Office of the Secretary of State

Witness my hand and the seal of
the Secretary of State at Columbus,
Ohio this 25th day of October, A.D.
2000.

J. Kenneth Blackwell
Ohio Secretary of State

CERTIFICATE
OF
AMENDED AND RESTATED ARTICLES OF INCORPORATION
OF
HEATHER HILL, INC.

Robert G. Harr, who is President of the above-named Ohio nonprofit corporation (the "Corporation") with its principal location in Munson Township, Geauga County, Ohio, does hereby certify that at a meeting of the Board of Trustees, acting in their capacity as the members of the Corporation, which meeting was duly called and held on October 23, 2000, at which meeting a quorum was present, the following resolutions were adopted by the unanimous affirmative vote of the members of the Board of Trustees present, which action was taken by the Board of Trustees of the Corporation, acting in their capacity as the members of the Corporation:

RESOLVED: That the Amended and Restated Articles of Incorporation attached as Exhibit A are hereby approved and adopted as the articles of incorporation of the Corporation.

RESOLVED FURTHER: That the officers of the Corporation are hereby authorized and directed to do any and all acts or things and to execute, acknowledge, file or deliver as may be appropriate any and all instruments, documents or other papers necessary or proper to carry out the matters provided for in the foregoing resolution.

IN WITNESS WHEREOF, the above named officer, acting for and on behalf of the Corporation, has subscribed his name this 23rd day of October, 2000.

By: 
Robert G. Harr, President

704692v1

**AMENDED AND RESTATED
ARTICLES OF INCORPORATION**

OF

HEATHER HILL, INC.

FIRST: The name of the corporation (the "Corporation") is:

University Hospitals Health System - Heather Hill, Inc.

SECOND: The place in Ohio where the principal office of the Corporation is to be located is the City of Chardon (Geauga County).

THIRD: The Corporation is formed exclusively for charitable, educational and scientific purposes, including without limitation the following purposes:

(1) To maintain a facility for the treatment of the sick, aged, disabled, and injured, regardless of race, color, religion, national origin, age, handicap, or sex, and to support the charitable purposes and activities of such hospitals, health care facilities, and organizations which are or become affiliated with the Corporation from time to time, including the health care related operations of direct and indirect subsidiaries of the Corporation.

(2) To be qualified and recognized as an organization exempt from Federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1986, as heretofore or hereafter amended, or the corresponding provisions of any future United States internal revenue law and the Treasury Regulations promulgated thereunder (collectively, the "Code"), which is not a private foundation as described in Section 509(a) of the Code, and contributions to which are deductible under Sections 170(c)(2), 2055(a)(2) and 2522(a)(2) of the Code.

(3) To engage in any lawful act, activity or business not contrary to and for which a nonprofit corporation may be formed under the laws of the State of Ohio, and to have and exercise all powers conferred by the laws of the State of Ohio on nonprofit corporations, to the extent such activities are permitted by an organization which is exempt from Federal income tax under Section 501(c)(3) and not a private foundation under Section 509(a) of the Code and contributions to which are deductible under Sections 170(c)(2), 2055(a)(2) and 2522(a)(2) of the Code, including the making of distributions for charitable, educational, and scientific purposes to organizations which are exempt from Federal income tax under Section 501(c)(3) of the Code and contributions to which are deductible under Sections 170(c)(2), 2055(a)(2) and 2522(a)(2) of the Code (hereafter "Qualified Organizations"), including those that are operated, supervised or controlled by this Corporation, or that operate, supervise or control this Corporation, or that are under common operation, supervision or control (collectively "affiliated") with this Corporation; and to promote and further the purposes of, by donation, loan or otherwise, the interest of the Qualified Organizations that are affiliated with this Corporation.

CO: 1057896.1

FOURTH: The members of the Corporation shall be University Hospitals Health System, Inc., an Ohio not-for-profit corporation ("UHHS"), and Heather Hill Institute, an Ohio not-for-profit corporation ("HHI").

FIFTH: Except as otherwise required by the Ohio Nonprofit Corporation Law, as may be amended from time to time (the "Act"), these Amended and Restated Articles of Incorporation, or the Corporation's Amended and Restated Code of Regulations (the "Regulations"), all rights, powers, and authority of the Corporation shall be vested solely in, and all of the business and affairs of the Corporation shall be managed under the direction of, the Board of Trustees of the Corporation. Notwithstanding the foregoing: (i) the actions set forth in Article 2, Section 2.9 of the Corporation's Regulations shall require the approval of each Member and (ii) the actions set forth in Article 2, Section 2.10 of the Corporation's Regulations shall require the approval of a majority of the Membership Interests (as defined in the Corporation's Regulations).

SIXTH: The following provisions are hereby adopted for defining, limiting and regulating the powers of the Board of Trustees and the Members:

(1) No part of the net earnings of the Corporation shall inure to the private or individual benefit of, or be distributable to, its trustees, officers, or other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments, distributions, or donations in furtherance of the purposes set forth in Article THIRD hereof, including the making of such payments, distributions, or donations to its Members solely for purposes described in Section 501(c)(3) of the Code. No substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in, or intervene in (including the publishing or distributing of statements), any political campaign on behalf of (or in opposition to) any candidate for public office. Notwithstanding any other provisions of these Amended and Restated Articles of Incorporation, the Corporation shall not carry on any other activities not permitted to be carried on (i) by a corporation exempt from Federal income tax under Sections 501(c)(3) of the Code; and (ii) by a corporation, contributions to which are deductible under Sections 170(c)(2), 2055(a)(2) and 2522(a)(2) or the Code.

(2) Subject to the prior consent of the Members as required in Article FIFTH above, upon dissolution of the Corporation, the Board of Trustees shall, after paying or making provision for the payment of all of the known liabilities of the Corporation, distribute all of the remaining assets of the Corporation to its Members (or their respective successors) in accordance with the Members' respective Membership Interests (as defined in the Corporation's Regulations), subject to the following:

(i) If, upon dissolution of the Corporation, UHHS or its successor is not in existence or is not a Qualified Organization, the portion of the Corporation's remaining assets that are distributable to UHHS (or its successor) under the terms of the Corporation's Regulations shall be distributed to such Qualified Organization or Organizations, as UHHS shall determine, which are organized and operated exclusively for similar purposes as those for which the Corporation is organized as described in these Amended and Restated Articles of Incorporation. Any assets not so disposed of shall be disposed of by a court sitting in

equity or otherwise in the political subdivision in which the principal office of the Corporation is then located, to such Qualified Organization or Organizations, as such court shall determine, which are organized and operated exclusively for similar purposes as those for which the Corporation is organized as described in these Amended and Restated Articles of Incorporation.

(ii) If, upon dissolution of the Corporation, HHI or its successor is not in existence or is not a Qualified Organization, the portion of the Corporation's remaining assets that are distributable to HHI (or its successor) under the terms of the Corporation's Regulations shall be distributed to such Qualified Organization or Organizations, as HHI shall determine, which are organized and operated exclusively for similar purposes as those for which the Corporation is organized as described in these Amended and Restated Articles of Incorporation. Any assets not so disposed of shall be disposed of by a court sitting in equity or otherwise in the political subdivision in which the principal office of the Corporation is then located, to such Qualified Organization or Organizations, as such court shall determine, which are organized and operated exclusively for similar purposes as those for which the Corporation is organized as described in these Amended and Restated Articles of Incorporation.

(3) During any fiscal year of the Corporation that it is determined to be a private foundation as defined in Section 509(a) of the Code:

(i) The Corporation shall distribute its income for such taxable year at such time and in such manner as not to become subject to the tax on undistributed income imposed by Section 4942 of the Code.

(ii) The Corporation shall not engage in any act of self-dealing as defined in Section 4941(d) of the Code.

(iii) The Corporation shall not retain any excess business holdings as defined in Section 4943(c) of the Code.

(iv) The Corporation shall not make any investments in such manner as to subject it to tax under Section 4944 of the Code.

(v) The Corporation shall not make any taxable expenditures as defined in Section 4945(d) of the Code.

SEVENTH: The duration of the Corporation is perpetual.

EIGHTH: Subject to the requirements of the Act, these Amended and Restated Articles of Incorporation may be amended only by action of both Members.

NINTH: These Amended and Restated Articles of Incorporation take the place of and supercede the existing Articles of Incorporation of the Corporation as heretofore amended.

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Mark: LIBERTY BANKERS INSURANCE GROUP



US Serial Number: 87639905

Application Filing Date: Oct. 10, 2017

US Registration Number: 5659011

Registration Date: Jan. 22, 2019

Filed as TEAS RF: Yes

Currently TEAS RF: Yes

Register: Principal

Mark Type: Service Mark

Status: Registered. The registration date is used to determine when post-registration maintenance documents are due.

Status Date: Jan. 22, 2019

Publication Date: Mar. 20, 2018

Mark Information

Mark Literal Elements: LIBERTY BANKERS INSURANCE GROUP

Standard Character Claim: No

Mark Drawing Type: 3 - AN ILLUSTRATION DRAWING WHICH INCLUDES WORD(S)/ LETTER(S)/NUMBER(S)

Description of Mark: The mark consists of the words "Liberty Bankers Insurance Group" in stylized font. "Liberty Bankers" appears with initial caps on the first line with an underscore on the second line and running the width of the words. On the third line appear the words "Insurance Group" with initial caps appearing in a smaller font. To the left of the words in the mark is a square-shaped stylized flag that is the same height as the words.

Color(s) Claimed: Color is not claimed as a feature of the mark.

Disclaimer: "BANKERS INSURANCE GROUP"

Design Search Code(s): 24.09.05 - Flags, American; American flags

26.17.01 - Bars, straight; Bands, straight; Lines, straight; Straight line(s), band(s) or bar(s)

26.17.05 - Bands, horizontal; Bars, horizontal; Horizontal line(s), band(s) or bar(s); Lines, horizontal

Goods and Services

Note:

The following symbols indicate that the registrant/owner has amended the goods/services:

- Brackets [...] indicate deleted goods/services;
- Double parenthesis ((.)) identify any goods/services not claimed in a Section 15 affidavit of incontestability; and
- Asterisks *..* identify additional (new) wording in the goods/services.

For: Underwriting and administration of life insurance, health insurance, and annuities

International Class(es): 036 - Primary Class

U.S Class(es): 100, 101, 102

Class Status: ACTIVE

Basis: 1(a)

First Use: Jul. 17, 2016

Use in Commerce: Jul. 17, 2016

Basis Information (Case Level)

Filed Use: Yes

Currently Use: Yes

Amended Use: No

Filed ITU: No

Currently ITU: No

Amended ITU: No

Filed 44D: No

Currently 44D: No

Amended 44D: No

Filed 44E: No

Currently 44E: No

Amended 44E: No

Filed 66A: No

Currently 66A: No

Filed No Basis: No

Currently No Basis: No

Current Owner(s) Information

Owner Name: Liberty Bankers Life Insurance Company

Owner Address: 1605 LBJ Freeway, Suite 710
Dallas, TEXAS 75234
UNITED STATES

Legal Entity Type: CORPORATION

State or Country OKLAHOMA
Where Organized:

Attorney/Correspondence Information

Attorney of Record

Attorney Name: Timothy J. Zarley

Docket Number: T62261US0

Attorney Primary tzarley@zarleylaw.com
Email Address:

Attorney Email Yes
Authorized:

Correspondent

Correspondent TIMOTHY J ZARLEY
Name/Address: ZARLEY LAW FIRM PLC
400 LOCUST STREET CAPITAL SQ STE 200
DES MOINES, IOWA 50309-2350
UNITED STATES

Phone: 515-558-0200

Fax: 515-558-7790

Correspondent e-mail: tzarley@zarleylaw.com kconrad@zarleylaw.com

Correspondent e-mail Yes
Authorized:

Domestic Representative - Not Found

Prosecution History

| Date | Description | Proceeding Number |
|---------------|--|-------------------|
| Jan. 22, 2019 | REGISTERED-PRINCIPAL REGISTER | |
| Dec. 13, 2018 | TTAB RELEASE CASE TO TRADEMARKS | 242448 |
| Dec. 13, 2018 | OPPOSITION TERMINATED NO. 999999 | 242448 |
| Dec. 13, 2018 | OPPOSITION DISMISSED NO. 999999 | 242448 |
| Jul. 17, 2018 | OPPOSITION INSTITUTED NO. 999999 | 242448 |
| Apr. 02, 2018 | EXTENSION OF TIME TO OPPOSE RECEIVED | |
| Mar. 20, 2018 | OFFICIAL GAZETTE PUBLICATION CONFIRMATION E-MAILED | |
| Mar. 20, 2018 | PUBLISHED FOR OPPOSITION | |
| Feb. 28, 2018 | NOTIFICATION OF NOTICE OF PUBLICATION E-MAILED | |
| Feb. 08, 2018 | ASSIGNED TO LIE | 68171 |
| Jan. 23, 2018 | APPROVED FOR PUB - PRINCIPAL REGISTER | |
| Jan. 23, 2018 | EXAMINER'S AMENDMENT ENTERED | 88888 |
| Jan. 23, 2018 | NOTIFICATION OF EXAMINERS AMENDMENT E-MAILED | 6328 |
| Jan. 23, 2018 | EXAMINERS AMENDMENT E-MAILED | 6328 |
| Jan. 23, 2018 | EXAMINERS AMENDMENT -WRITTEN | 82426 |
| Jan. 18, 2018 | ASSIGNED TO EXAMINER | 82426 |
| Oct. 19, 2017 | NOTICE OF DESIGN SEARCH CODE E-MAILED | |
| Oct. 18, 2017 | NEW APPLICATION OFFICE SUPPLIED DATA ENTERED IN TRAM | |
| Oct. 13, 2017 | NEW APPLICATION ENTERED IN TRAM | |

TM Staff and Location Information

TM Staff Information - None

File Location

Current Location: PUBLICATION AND ISSUE SECTION

Date in Location: Jan. 22, 2019

Proceedings

Summary

Number of 2
Proceedings:

Type of Proceeding: Opposition

Proceeding Number: [91242448](#)

Filing Date: Jul 17, 2018

Status: Terminated

Status Date: Dec 13, 2018

Interlocutory Attorney: ELIZABETH WINTER

Defendant

Name: Liberty Bankers Life Insurance Company

Correspondent Address: TIMOTHY J ZARLEY
ZARLEY LAW FIRM PLC
400 LOCUST STREET CAPITAL SQ STE 200
DES MOINES IA , 50309-2350
UNITED STATES

Correspondent e-mail: tzarley@zarleylaw.com , kconrad@zarleylaw.com

Associated marks

| Mark | Application Status | Serial Number | Registration Number |
|---------------------------------|--------------------|--------------------------|-------------------------|
| LIBERTY BANKERS INSURANCE GROUP | Registered | 87639905 | 5659011 |

Plaintiff(s)

Name: Liberty Mutual Insurance Company

Correspondent Address: LISA PARKER GATES
BAKER MCKENZIE
300 E RANDOLPH DRIVE SUITE 5000
CHICAGO IL , 60601
UNITED STATES

Correspondent e-mail: lisa.gates@bakermckenzie.com , meri.mclaughlin@bakermckenzie.com

Associated marks

| Mark | Application Status | Serial Number | Registration Number |
|---------------------------------------|--|--------------------------|-------------------------|
| LIBERTY MUTUAL | REGISTERED AND RENEWED | 76391591 | 2734195 |
| LIBERTY MUTUAL INSURANCE | Section 8 and 15 - Accepted and Acknowledged | 85512722 | 4256502 |
| LIBERTY MUTUAL INSURANCE | REGISTERED AND RENEWED | 73564102 | 1405249 |
| LIBERTY SURPLUS INSURANCE CORPORATION | Section 8 and 15 - Accepted and Acknowledged | 85505076 | 4249053 |
| LIBERTY MUTUAL ACCIDENT & HEALTH | Registered | 86142223 | 4701039 |
| LIBERTY MUTUAL REINSURANCE | Registered | 85513207 | 4365441 |
| LIBERTY MUTUAL AGENCY CORPORATION | Registered | 85512738 | 4256503 |
| LIBERTY MUTUAL AGENCY CORPORATION | Registered | 85513114 | 4252897 |
| LIBERTY INTERNATIONAL UNDERWRITERS | REGISTERED AND RENEWED | 78157899 | 2891140 |
| LIBERTY MUTUAL SURETY | Registered | 85513178 | 4362057 |
| LIBERTY SPECIALTY MARKETS | Registered | 86075225 | 4989010 |
| A LIBERTY MUTUAL COMPANY | Section 8 and 15 - Accepted and Acknowledged | 85513087 | 4252896 |
| LIBERTY MUTUAL AGENCY CORPORATION | Section 8 and 15 - Accepted and Acknowledged | 85032755 | 3994941 |
| LIBERTY MUTUAL ASSIST | Registered | 86244808 | 4640715 |
| LIBERTY MUTUAL DEDUCTIBLE FUND | Registered | 85947837 | 4679496 |
| LIBERTY MUTUAL HOMESHARING COVERAGE | Registered | 87314338 | 5389669 |
| LIBERTY MUTUAL INNOVATION | Registered | 87301601 | 5363001 |
| LIBERTY MUTUAL NAVIGATOR | Registered | 86252908 | 4842133 |
| LIBERTY MUTUAL REALTIME REVIEW | Registered | 86803939 | 5370585 |
| LIBERTY MUTUAL SMART HOME | Registered | 86345551 | 5335708 |
| LIBERTY STANDS WITH YOU | Registered | 87057883 | 5197236 |
| LIBERTY SURETYFIRST | Section 8 and 15 - Accepted and Acknowledged | 85032927 | 3893817 |
| LIBERTYGUARD | REGISTERED AND RENEWED | 74486966 | 1874201 |

| | | | |
|--|--|--------------------------|-------------------------|
| LIBERTYONE | REGISTERED AND RENEWED | 75778698 | 2726209 |
| LIBERTY LIFE | Registered | 85605446 | 4605944 |
| LIBERTY LIFE ASSURANCE COMPANY | Registered | 85605451 | 5151371 |
| LIBERTY LIFE ASSURANCE COMPANY OF BOSTON | Registered | 85605461 | 4457340 |
| LIBERTY LIFE'S SPECTRUM SELECT | Section 8 and 15 - Accepted and Acknowledged | 77396897 | 3675098 |
| LIBERTY LIFE'S SPECTRUM SELECT PLUS | Section 8 and 15 - Accepted and Acknowledged | 77396928 | 3675099 |
| THE LIBERTY SECURITY ACCOUNT | REGISTERED AND RENEWED | 73801371 | 1608477 |
| LIBERTY DAYONE DISABILITY | REGISTERED AND RENEWED | 74395138 | 1899465 |
| LIBERTY NORTHWEST | REGISTERED AND RENEWED | 75777802 | 2348832 |
| LIBERTY ADVANCED DAYONE DISABILITY | REGISTERED AND RENEWED | 76033790 | 2492242 |
| LIBERTY INTERNATIONAL UNDERWRITERS | REGISTERED AND RENEWED | 78393145 | 2992030 |
| LIBERTY INTERNATIONAL | REGISTERED AND RENEWED | 78157911 | 3010455 |
| LIBERTY INSURANCE UNDERWRITERS INC. | Section 8 and 15 - Accepted and Acknowledged | 85581101 | 4253201 |
| MYLIBERTYASSIST | REGISTERED AND RENEWED | 78817569 | 3183853 |
| MYLIBERTYCONNECTION | REGISTERED AND RENEWED | 78901527 | 3255679 |
| MYLIBERTYMOBILE | Registered | 85981036 | 4499621 |

Prosecution History

| Entry Number | History Text | Date | Due Date |
|--------------|--|--------------|--------------|
| 1 | FILED AND FEE | Jul 17, 2018 | |
| 2 | NOTICE AND TRIAL DATES SENT; ANSWER DUE: | Jul 17, 2018 | Aug 26, 2018 |
| 3 | PENDING, INSTITUTED | Jul 17, 2018 | |
| 4 | ANSWER | Aug 27, 2018 | |
| 5 | W/DRAW OF OPPOSITION | Dec 12, 2018 | |
| 6 | BD DECISION: OPP DISMISSED W/ PREJ | Dec 13, 2018 | |
| 7 | TERMINATED | Dec 13, 2018 | |

Type of Proceeding: Extension of Time

Proceeding Number: [87639905](#)

Filing Date: Apr 02, 2018

Status: Terminated

Status Date: Jul 18, 2018

Interlocutory Attorney:

Defendant

Name: Liberty Bankers Life Insurance Company

Correspondent Address: TIMOTHY J. ZARLEY
ZARLEY LAW FIRM, P.L.C.
400 LOCUST STREET CAPITAL SQ. STE. 200
DES MOINES IA , 50309-2350

Correspondent e-mail: tzarley@zarleylaw.com , kconrad@zarleylaw.com

Associated marks

| Mark | Application Status | Serial Number | Registration Number |
|---------------------------------|--------------------|--------------------------|-------------------------|
| LIBERTY BANKERS INSURANCE GROUP | Registered | 87639905 | 5659011 |

Potential Opposer(s)

Name: Liberty Mutual Insurance Company

Correspondent Address: Lisa Parker Gates
Baker McKenzie
300 E. Randolph Drive Suite 5000
Chicago IL , 60601
UNITED STATES

Correspondent e-mail: lisa.gates@bakermckenzie.com

Associated marks

| Mark | Application Status | Serial Number | Registration Number |
|------|--------------------|---------------|---------------------|
|------|--------------------|---------------|---------------------|

Prosecution History

| Entry Number | History Text | Date | Due Date |
|--------------|-------------------------------------|--------------|----------|
| 1 | INCOMING - EXT TIME TO OPPOSE FILED | Apr 02, 2018 | |
| 2 | EXTENSION OF TIME GRANTED | Apr 02, 2018 | |

United States of America

United States Patent and Trademark Office



Reg. No. 5,659,011

Registered Jan. 22, 2019

Int. Cl.: 36

Service Mark

Principal Register

Liberty Bankers Life Insurance Company (OKLAHOMA CORPORATION)
1605 Lbj Freeway, Suite 710
Dallas, TEXAS 75234

CLASS 36: Underwriting and administration of life insurance, health insurance, and annuities

FIRST USE 7-17-2016; IN COMMERCE 7-17-2016

The mark consists of the words "Liberty Bankers Insurance Group" in stylized font. "Liberty Bankers" appears with initial caps on the first line with an underscore on the second line and running the width of the words. On the third line appear the words "Insurance Group" with initial caps appearing in a smaller font. To the left of the words in the mark is a square-shaped stylized flag that is the same height as the words.

No claim is made to the exclusive right to use the following apart from the mark as shown: "BANKERS INSURANCE GROUP"

SER. NO. 87-639,905, FILED 10-10-2017



Andrei Iancu

Director of the United States
Patent and Trademark Office

REQUIREMENTS TO MAINTAIN YOUR FEDERAL TRADEMARK REGISTRATION

WARNING: YOUR REGISTRATION WILL BE CANCELLED IF YOU DO NOT FILE THE DOCUMENTS BELOW DURING THE SPECIFIED TIME PERIODS.

Requirements in the First Ten Years*

What and When to File:

- **First Filing Deadline:** You must file a Declaration of Use (or Excusable Nonuse) between the 5th and 6th years after the registration date. See 15 U.S.C. §§1058, 1141k. If the declaration is accepted, the registration will continue in force for the remainder of the ten-year period, calculated from the registration date, unless cancelled by an order of the Commissioner for Trademarks or a federal court.
- **Second Filing Deadline:** You must file a Declaration of Use (or Excusable Nonuse) and an Application for Renewal between the 9th and 10th years after the registration date.* See 15 U.S.C. §1059.

Requirements in Successive Ten-Year Periods*

What and When to File:

- You must file a Declaration of Use (or Excusable Nonuse) and an Application for Renewal between every 9th and 10th-year period, calculated from the registration date.*

Grace Period Filings*

The above documents will be accepted as timely if filed within six months after the deadlines listed above with the payment of an additional fee.

***ATTENTION MADRID PROTOCOL REGISTRANTS:** The holder of an international registration with an extension of protection to the United States under the Madrid Protocol must timely file the Declarations of Use (or Excusable Nonuse) referenced above directly with the United States Patent and Trademark Office (USPTO). The time periods for filing are based on the U.S. registration date (not the international registration date). The deadlines and grace periods for the Declarations of Use (or Excusable Nonuse) are identical to those for nationally issued registrations. See 15 U.S.C. §§1058, 1141k. However, owners of international registrations do not file renewal applications at the USPTO. Instead, the holder must file a renewal of the underlying international registration at the International Bureau of the World Intellectual Property Organization, under Article 7 of the Madrid Protocol, before the expiration of each ten-year term of protection, calculated from the date of the international registration. See 15 U.S.C. §1141j. For more information and renewal forms for the international registration, see <http://www.wipo.int/madrid/en/>.

NOTE: Fees and requirements for maintaining registrations are subject to change. Please check the USPTO website for further information. With the exception of renewal applications for registered extensions of protection, you can file the registration maintenance documents referenced above online at <http://www.uspto.gov>.

NOTE: A courtesy e-mail reminder of USPTO maintenance filing deadlines will be sent to trademark owners/holders who authorize e-mail communication and maintain a current e-mail address with the USPTO. To ensure that e-mail is authorized and your address is current, please use the Trademark Electronic Application System (TEAS) Correspondence Address and Change of Owner Address Forms available at <http://www.uspto.gov>.

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Mark: LIBERTY NATIONAL

LIBERTY NATIONAL

US Serial Number: 86340979

Application Filing Date: Jul. 18, 2014

US Registration Number: 4948910

Registration Date: May 03, 2016

Register: Principal

Mark Type: Service Mark

Status: Registered. The registration date is used to determine when post-registration maintenance documents are due.

Status Date: May 03, 2016

Publication Date: Feb. 16, 2016

Mark Information

Mark Literal Elements: LIBERTY NATIONAL

Standard Character Claim: Yes. The mark consists of standard characters without claim to any particular font style, size, or color.

Mark Drawing Type: 4 - STANDARD CHARACTER MARK

Disclaimer: "NATIONAL"

Related Properties Information

Claimed Ownership of US Registrations: 2407770

Goods and Services

Note:

The following symbols indicate that the registrant/owner has amended the goods/services:

- Brackets [...] indicate deleted goods/services;
- Double parenthesis (..) identify any goods/services not claimed in a Section 15 affidavit of incontestability; and
- Asterisks *..* identify additional (new) wording in the goods/services.

For: underwriting, issuance and administration of life, health and accident insurance

International Class(es): 036 - Primary Class

U.S Class(es): 100, 101, 102

Class Status: ACTIVE

Basis: 1(a)

First Use: 1929

Use in Commerce: 1929

Basis Information (Case Level)

Filed Use: Yes

Currently Use: Yes

Amended Use: No

Filed ITU: No

Currently ITU: No

Amended ITU: No

Filed 44D: No

Currently 44D: No

Amended 44D: No

Filed 44E: No

Currently 44E: No

Amended 44E: No

Filed 66A: No

Currently 66A: No

Filed No Basis: No

Currently No Basis: No

Current Owner(s) Information

Owner Name: Liberty National Life Insurance Company

Owner Address: 3700 S. Stonebridge Drive
McKinney, TEXAS 75070
UNITED STATES

Legal Entity Type: CORPORATION

State or Country NEBRASKA
Where Organized:

Attorney/Correspondence Information

Attorney of Record

Attorney Name: Margaret A. Boulware

Docket Number: UA-LN-Libert

Correspondent

Correspondent Name/Address: MARGARET A. BOULWARE
BOULWARE & VALOIR
3 RIVERWAY STE 950
HOUSTON, TEXAS 77056-1927
UNITED STATES

Phone: 8323697852

Fax: 7136506458

Correspondent e-mail: trademark@boulwarevaloir.com mboulware@boulwarevaloir.com
warevaloir.com tmarshall@boulwarevaloir.com

Correspondent e-mail Authorized: Yes

Domestic Representative - Not Found

Prosecution History

| Date | Description | Proceeding Number |
|---------------|--|-------------------|
| May 03, 2016 | REGISTERED-PRINCIPAL REGISTER | |
| Feb. 16, 2016 | OFFICIAL GAZETTE PUBLICATION CONFIRMATION E-MAILED | |
| Feb. 16, 2016 | PUBLISHED FOR OPPOSITION | |
| Jan. 27, 2016 | NOTIFICATION OF NOTICE OF PUBLICATION E-MAILED | |
| Jan. 11, 2016 | LAW OFFICE PUBLICATION REVIEW COMPLETED | 70997 |
| Dec. 18, 2015 | APPROVED FOR PUB - PRINCIPAL REGISTER | |
| Dec. 15, 2015 | TEAS/EMAIL CORRESPONDENCE ENTERED | 70997 |
| Dec. 15, 2015 | CORRESPONDENCE RECEIVED IN LAW OFFICE | 70997 |
| Dec. 15, 2015 | ASSIGNED TO LIE | 70997 |
| Dec. 02, 2015 | TEAS REQUEST FOR RECONSIDERATION RECEIVED | |
| Nov. 03, 2015 | NOTIFICATION FOR REQ FOR RECON DENIED NO APPEAL FILED | |
| Nov. 03, 2015 | ACTION FOR REQ FOR RECON DENIED NO APPEAL FILED E-MAILED | |
| Nov. 03, 2015 | ACTION REQ FOR RECON DENIED NO APPEAL FILED COUNTED NOT MAILED | 90292 |
| Oct. 30, 2015 | TEAS/EMAIL CORRESPONDENCE ENTERED | 88889 |
| Oct. 29, 2015 | CORRESPONDENCE RECEIVED IN LAW OFFICE | 88889 |
| Oct. 29, 2015 | TEAS REQUEST FOR RECONSIDERATION RECEIVED | |
| Oct. 28, 2015 | NOTIFICATION FOR REQ FOR RECON DENIED NO APPEAL FILED | |
| Oct. 28, 2015 | ACTION FOR REQ FOR RECON DENIED NO APPEAL FILED E-MAILED | |
| Oct. 28, 2015 | ACTION REQ FOR RECON DENIED NO APPEAL FILED COUNTED NOT MAILED | 90292 |
| Oct. 19, 2015 | TEAS/EMAIL CORRESPONDENCE ENTERED | 88889 |
| Oct. 19, 2015 | CORRESPONDENCE RECEIVED IN LAW OFFICE | 88889 |
| Oct. 19, 2015 | TEAS REQUEST FOR RECONSIDERATION RECEIVED | |
| Jul. 24, 2015 | NOTIFICATION OF FINAL REFUSAL EMAILED | |
| Jul. 24, 2015 | FINAL REFUSAL E-MAILED | |
| Jul. 24, 2015 | FINAL REFUSAL WRITTEN | 90292 |
| Jun. 27, 2015 | TEAS/EMAIL CORRESPONDENCE ENTERED | 88889 |
| Jun. 26, 2015 | CORRESPONDENCE RECEIVED IN LAW OFFICE | 88889 |
| Jun. 26, 2015 | TEAS RESPONSE TO OFFICE ACTION RECEIVED | |
| Jan. 16, 2015 | NOTIFICATION OF PRIORITY ACTION E-MAILED | 6326 |
| Jan. 16, 2015 | PRIORITY ACTION E-MAILED | 6326 |
| Jan. 16, 2015 | PRIORITY ACTION WRITTEN | 90292 |
| Jan. 16, 2015 | PREVIOUS ALLOWANCE COUNT WITHDRAWN | |

| | | |
|---------------|--|-------|
| Nov. 18, 2014 | WITHDRAWN FROM PUB - OG REVIEW QUERY | 99910 |
| Oct. 31, 2014 | APPROVED FOR PUB - PRINCIPAL REGISTER | |
| Oct. 30, 2014 | ASSIGNED TO EXAMINER | 90292 |
| Jul. 24, 2014 | NEW APPLICATION OFFICE SUPPLIED DATA ENTERED IN TRAM | |
| Jul. 22, 2014 | NEW APPLICATION ENTERED IN TRAM | |

TM Staff and Location Information

TM Staff Information - None

File Location

Current Location: PUBLICATION AND ISSUE SECTION

Date in Location: May 03, 2016

Proceedings

Summary

Number of Proceedings: 1

Type of Proceeding: Opposition

Proceeding Number: [91243100](#)

Filing Date: Aug 17, 2018

Status: Terminated

Status Date: Oct 29, 2018

Interlocutory Attorney: MARY B MYLES

Defendant

Name: Liberty Mutual Insurance Company

Correspondent Address: LISA GATES
BAKER & MCKENZIE LLP
300 EAST RANDOLPH STREET, SUITE 5000
CHICAGO IL , 60601
UNITED STATES

Correspondent e-mail: chiusptomail@bakermckenzie.com , lisa.gates@bakermckenzie.com

Associated marks

| Mark | Application Status | Serial Number | Registration Number |
|---------|------------------------------|--------------------------|---------------------|
| LIBERTY | Notice of Allowance - Issued | 87444154 | |

Plaintiff(s)

Name: Liberty National Life Insurance Company

Correspondent Address: MARGARET A BOULWARE
BOULWARE & VALOIR
2603 AUGUSTA DRIVE, SUITE 1350
HOUSTON TX , 77057
UNITED STATES

Correspondent e-mail: mboulware@boulwarevaloir.com , trademark@boulwarevaloir.com , tmarshall@boulwarevaloir.com

Associated marks

| Mark | Application Status | Serial Number | Registration Number |
|--------------------------------|------------------------|--------------------------|-------------------------|
| LIBERTY NATIONAL LIFE | REGISTERED AND RENEWED | 75606324 | 2407770 |
| LIBERTY NATIONAL DISCOUNT CARD | Registered | 86218535 | 4769763 |
| LIBERTY NATIONAL | Registered | 86340979 | 4948910 |

Prosecution History

| Entry Number | History Text | Date | Due Date |
|--------------|---|--------------|--------------|
| 1 | FILED AND FEE | Aug 17, 2018 | |
| 2 | NOTICE AND TRIAL DATES SENT; ANSWER DUE: | Aug 17, 2018 | Sep 26, 2018 |
| 3 | PENDING, INSTITUTED | Aug 17, 2018 | |
| 4 | P MOT TO SUSP W/ CONSENT PEND SETTLE NEGOTIATIONS | Sep 06, 2018 | |
| 5 | SUSPENDED | Sep 06, 2018 | |

| | | |
|---|-------------------------------------|--------------|
| 6 | W/DRAW OF OPPOSITION | Oct 22, 2018 |
| 7 | BD DECISION: OPP DISMISSED W/O PREJ | Oct 29, 2018 |
| 8 | TERMINATED | Oct 29, 2018 |

United States of America

United States Patent and Trademark Office

LIBERTY NATIONAL

Reg. No. 4,948,910

LIBERTY NATIONAL LIFE INSURANCE COMPANY (NEBRASKA CORPORATION)
3700 S. STONEBRIDGE DRIVE
MCKINNEY, TX 75070

Registered May 3, 2016

Int. Cl.: 36

FOR: UNDERWRITING, ISSUANCE AND ADMINISTRATION OF LIFE, HEALTH AND ACCIDENT INSURANCE, IN CLASS 36 (U.S. CLS. 100, 101 AND 102).

SERVICE MARK

FIRST USE 0-0-1929; IN COMMERCE 0-0-1929.

PRINCIPAL REGISTER

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT, STYLE, SIZE, OR COLOR.

OWNER OF U.S. REG. NO. 2,407,770.

NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "NATIONAL", APART FROM THE MARK AS SHOWN.

SER. NO. 86-340,979, FILED 7-18-2014.

ELIZABETH CHANG, EXAMINING ATTORNEY



Michelle K. Lee

Director of the United States
Patent and Trademark Office

**REQUIREMENTS TO MAINTAIN YOUR FEDERAL
TRADEMARK REGISTRATION**

**WARNING: YOUR REGISTRATION WILL BE CANCELLED IF YOU DO NOT FILE THE
DOCUMENTS BELOW DURING THE SPECIFIED TIME PERIODS.**

Requirements in the First Ten Years*

What and When to File:

First Filing Deadline: You must file a Declaration of Use (or Excusable Nonuse) between the 5th and 6th years after the registration date. See 15 U.S.C. §§1058, 1141k. If the declaration is accepted, the registration will continue in force for the remainder of the ten-year period, calculated from the registration date, unless cancelled by an order of the Commissioner for Trademarks or a federal court.

Second Filing Deadline: You must file a Declaration of Use (or Excusable Nonuse) **and** an Application for Renewal between the 9th and 10th years after the registration date.* See 15 U.S.C. §1059.

Requirements in Successive Ten-Year Periods*

What and When to File:

You must file a Declaration of Use (or Excusable Nonuse) **and** an Application for Renewal between every 9th and 10th-year period, calculated from the registration date.*

Grace Period Filings*

The above documents will be accepted as timely if filed within six months after the deadlines listed above with the payment of an additional fee.

***ATTENTION MADRID PROTOCOL REGISTRANTS:** The holder of an international registration with an extension of protection to the United States under the Madrid Protocol must timely file the Declarations of Use (or Excusable Nonuse) referenced above directly with the United States Patent and Trademark Office (USPTO). The time periods for filing are based on the U.S. registration date (not the international registration date). The deadlines and grace periods for the Declarations of Use (or Excusable Nonuse) are identical to those for nationally issued registrations. See 15 U.S.C. §§1058, 1141k. However, owners of international registrations do not file renewal applications at the USPTO. Instead, the holder must file a renewal of the underlying international registration at the International Bureau of the World Intellectual Property Organization, under Article 7 of the Madrid Protocol, before the expiration of each ten-year term of protection, calculated from the date of the international registration. See 15 U.S.C. §1141j. For more information and renewal forms for the international registration, see <http://www.wipo.int/madrid/en/>.

NOTE: Fees and requirements for maintaining registrations are subject to change. Please check the USPTO website for further information. With the exception of renewal applications for registered extensions of protection, you can file the registration maintenance documents referenced above online at <http://www.uspto.gov>.

NOTE: A courtesy e-mail reminder of USPTO maintenance filing deadlines will be sent to trademark owners/holders who authorize e-mail communication and maintain a current e-mail address with the USPTO. To ensure that e-mail is authorized and your address is current, please use the Trademark Electronic Application System (TEAS) Correspondence Address and Change of Owner Address Forms available at <http://www.uspto.gov>.

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Mark: HORIZON CAREONLINE

HORIZON CAREONLINE

US Serial Number: 87238666 **Application Filing Date:** Nov. 16, 2016
US Registration Number: 5688496 **Registration Date:** Mar. 05, 2019
Filed as TEAS RF: Yes **Currently TEAS RF:** Yes
Register: Principal
Mark Type: Service Mark
Status: Registered. The registration date is used to determine when post-registration maintenance documents are due.
Status Date: Mar. 05, 2019
Publication Date: Dec. 18, 2018

Mark Information

Mark Literal Elements: HORIZON CAREONLINE
Standard Character Claim: Yes. The mark consists of standard characters without claim to any particular font style, size, or color.
Mark Drawing Type: 4 - STANDARD CHARACTER MARK
Disclaimer: "CARE ONLINE"

Goods and Services

Note:

The following symbols indicate that the registrant/owner has amended the goods/services:

- Brackets [...] indicate deleted goods/services;
- Double parenthesis (..) identify any goods/services not claimed in a Section 15 affidavit of incontestability; and
- Asterisks *..* identify additional (new) wording in the goods/services.

For: Health insurance administration in connection with telehealth and telemedicine to insureds

International Class(es): 036 - Primary Class **U.S Class(es):** 100, 101, 102

Class Status: ACTIVE

Basis: 1(a)

First Use: Aug. 01, 2014 **Use in Commerce:** Aug. 01, 2014

For: telemedicine services

International Class(es): 044 - Primary Class **U.S Class(es):** 100, 101

Class Status: ACTIVE

Basis: 1(a)

First Use: Aug. 01, 2014 **Use in Commerce:** Aug. 01, 2014

Basis Information (Case Level)

| | | |
|-----------------------|---------------------------|------------------------|
| Filed Use: Yes | Currently Use: Yes | Amended Use: No |
| Filed ITU: No | Currently ITU: No | Amended ITU: No |
| Filed 44D: No | Currently 44D: No | Amended 44D: No |
| Filed 44E: No | Currently 44E: No | Amended 44E: No |
| Filed 66A: No | Currently 66A: No | |

Filed No Basis: No

Currently No Basis: No

Current Owner(s) Information

Owner Name: Horizon Healthcare Services, Inc.

Owner Address: 3 Penn Plaza East
Newark, NEW JERSEY 071052200
UNITED STATES

Legal Entity Type: CORPORATION

State or Country Where Organized: NEW JERSEY

Attorney/Correspondence Information

Attorney of Record

Attorney Name: Allison Strickland Ricketts

Docket Number: HBNJ 1608086

Correspondent

Correspondent Name/Address: ALLISON STRICKLAND RICKETTS
FROSS ZELNICK LEHRMAN & ZISSU, P.C.
4 TIMES SQUARE, 17TH FLOOR
NEW YORK, NEW YORK 10036
UNITED STATES

Phone: 212-813-5900

Correspondent e-mail: ricketts-docket@fzlz.com

Correspondent e-mail Authorized: Yes

Domestic Representative - Not Found

Prosecution History

| Date | Description | Proceeding Number |
|---------------|--|-------------------|
| Mar. 05, 2019 | REGISTERED-PRINCIPAL REGISTER | |
| Dec. 18, 2018 | OFFICIAL GAZETTE PUBLICATION CONFIRMATION E-MAILED | |
| Dec. 18, 2018 | PUBLISHED FOR OPPOSITION | |
| Nov. 28, 2018 | NOTIFICATION OF NOTICE OF PUBLICATION E-MAILED | |
| Nov. 09, 2018 | APPROVED FOR PUB - PRINCIPAL REGISTER | |
| Jun. 19, 2018 | REPORT COMPLETED SUSPENSION CHECK CASE STILL SUSPENDED | 70629 |
| Dec. 06, 2017 | REPORT COMPLETED SUSPENSION CHECK CASE STILL SUSPENDED | 70629 |
| Dec. 02, 2017 | ASSIGNED TO LIE | 70629 |
| May 31, 2017 | NOTIFICATION OF LETTER OF SUSPENSION E-MAILED | 6332 |
| May 31, 2017 | LETTER OF SUSPENSION E-MAILED | 6332 |
| May 31, 2017 | SUSPENSION LETTER WRITTEN | 88574 |
| May 26, 2017 | TEAS/EMAIL CORRESPONDENCE ENTERED | 88889 |
| May 25, 2017 | CORRESPONDENCE RECEIVED IN LAW OFFICE | 88889 |
| May 25, 2017 | TEAS RESPONSE TO OFFICE ACTION RECEIVED | |
| Apr. 05, 2017 | REVIEW OF CORRESPONDENCE COMPLETE - ADDRESS UPDATED | 88889 |
| Jan. 31, 2017 | CORRESPONDENCE RECEIVED IN LAW OFFICE | |
| Dec. 06, 2016 | NOTIFICATION OF NON-FINAL ACTION E-MAILED | 6325 |
| Dec. 06, 2016 | NON-FINAL ACTION E-MAILED | 6325 |
| Dec. 06, 2016 | NON-FINAL ACTION WRITTEN | 88574 |
| Dec. 05, 2016 | ASSIGNED TO EXAMINER | 88574 |
| Nov. 23, 2016 | NOTICE OF PSEUDO MARK E-MAILED | |
| Nov. 22, 2016 | NEW APPLICATION OFFICE SUPPLIED DATA ENTERED IN TRAM | |
| Nov. 19, 2016 | NEW APPLICATION ENTERED IN TRAM | |

TM Staff and Location Information

TM Staff Information - None

File Location

Current Location: PUBLICATION AND ISSUE SECTION

Date in Location: Mar. 05, 2019

United States of America

United States Patent and Trademark Office

HORIZON CAREONLINE

Reg. No. 5,688,496

Registered Mar. 05, 2019

Int. Cl.: 36, 44

Service Mark

Principal Register

Horizon Healthcare Services, Inc. (NEW JERSEY CORPORATION)
3 Penn Plaza East
Newark, NEW JERSEY 071052200

CLASS 36: Health insurance administration in connection with telehealth and telemedicine to insureds

FIRST USE 8-1-2014; IN COMMERCE 8-1-2014

CLASS 44: telemedicine services

FIRST USE 8-1-2014; IN COMMERCE 8-1-2014

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT STYLE, SIZE OR COLOR

No claim is made to the exclusive right to use the following apart from the mark as shown:
"CARE ONLINE"

SER. NO. 87-238,666, FILED 11-16-2016



Andrei Iancu

Director of the United States
Patent and Trademark Office

REQUIREMENTS TO MAINTAIN YOUR FEDERAL TRADEMARK REGISTRATION

WARNING: YOUR REGISTRATION WILL BE CANCELLED IF YOU DO NOT FILE THE DOCUMENTS BELOW DURING THE SPECIFIED TIME PERIODS.

Requirements in the First Ten Years*

What and When to File:

- **First Filing Deadline:** You must file a Declaration of Use (or Excusable Nonuse) between the 5th and 6th years after the registration date. See 15 U.S.C. §§1058, 1141k. If the declaration is accepted, the registration will continue in force for the remainder of the ten-year period, calculated from the registration date, unless cancelled by an order of the Commissioner for Trademarks or a federal court.
- **Second Filing Deadline:** You must file a Declaration of Use (or Excusable Nonuse) and an Application for Renewal between the 9th and 10th years after the registration date.* See 15 U.S.C. §1059.

Requirements in Successive Ten-Year Periods*

What and When to File:

- You must file a Declaration of Use (or Excusable Nonuse) and an Application for Renewal between every 9th and 10th-year period, calculated from the registration date.*

Grace Period Filings*

The above documents will be accepted as timely if filed within six months after the deadlines listed above with the payment of an additional fee.

***ATTENTION MADRID PROTOCOL REGISTRANTS:** The holder of an international registration with an extension of protection to the United States under the Madrid Protocol must timely file the Declarations of Use (or Excusable Nonuse) referenced above directly with the United States Patent and Trademark Office (USPTO). The time periods for filing are based on the U.S. registration date (not the international registration date). The deadlines and grace periods for the Declarations of Use (or Excusable Nonuse) are identical to those for nationally issued registrations. See 15 U.S.C. §§1058, 1141k. However, owners of international registrations do not file renewal applications at the USPTO. Instead, the holder must file a renewal of the underlying international registration at the International Bureau of the World Intellectual Property Organization, under Article 7 of the Madrid Protocol, before the expiration of each ten-year term of protection, calculated from the date of the international registration. See 15 U.S.C. §1141j. For more information and renewal forms for the international registration, see <http://www.wipo.int/madrid/en/>.

NOTE: Fees and requirements for maintaining registrations are subject to change. Please check the USPTO website for further information. With the exception of renewal applications for registered extensions of protection, you can file the registration maintenance documents referenced above online at <http://www.uspto.gov>.

NOTE: A courtesy e-mail reminder of USPTO maintenance filing deadlines will be sent to trademark owners/holders who authorize e-mail communication and maintain a current e-mail address with the USPTO. To ensure that e-mail is authorized and your address is current, please use the Trademark Electronic Application System (TEAS) Correspondence Address and Change of Owner Address Forms available at <http://www.uspto.gov>.

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Mark: HORIZON BAY

HORIZON BAY

US Serial Number: 86023825

Application Filing Date: Jul. 30, 2013

US Registration Number: 4497521

Registration Date: Mar. 18, 2014

Register: Principal

Mark Type: Service Mark

Status: Registered. The registration date is used to determine when post-registration maintenance documents are due.

Status Date: Mar. 18, 2014

Publication Date: Dec. 31, 2013

Mark Information

Mark Literal Elements: HORIZON BAY

Standard Character Claim: Yes. The mark consists of standard characters without claim to any particular font style, size, or color.

Mark Drawing Type: 4 - STANDARD CHARACTER MARK

Related Properties Information

Claimed Ownership of US Registrations: 3266997, 3657158, 3657235

Goods and Services

Note:

The following symbols indicate that the registrant/owner has amended the goods/services:

- Brackets [...] indicate deleted goods/services;
- Double parenthesis ((.)) identify any goods/services not claimed in a Section 15 affidavit of incontestability; and
- Asterisks *..* identify additional (new) wording in the goods/services.

For: Retirement homes; and providing health care facilities and services, namely, independent living and assisted living facilities

International Class(es): 043 - Primary Class

U.S Class(es): 100, 101

Class Status: ACTIVE

Basis: 1(a)

First Use: Jul. 2001

Use in Commerce: Jul. 2001

For: Nursing homes; nursing home care services; health care services in assisted living facilities and in homes in the community; health care services, namely, wellness programs

International Class(es): 044 - Primary Class

U.S Class(es): 100, 101

Class Status: ACTIVE

Basis: 1(a)

First Use: Jul. 2001

Use in Commerce: Jul. 2001

For: Personal care assistance of activities of daily living, such as bathing, grooming and personal mobility for mentally or physically challenged people

International Class(es): 045 - Primary Class

U.S Class(es): 100, 101

Class Status: ACTIVE

Basis: 1(a)

First Use: Jul. 2001

Use in Commerce: Jul. 2001

Basis Information (Case Level)

| | | |
|--------------------|------------------------|-----------------|
| Filed Use: Yes | Currently Use: Yes | Amended Use: No |
| Filed ITU: No | Currently ITU: No | Amended ITU: No |
| Filed 44D: No | Currently 44D: No | Amended 44D: No |
| Filed 44E: No | Currently 44E: No | Amended 44E: No |
| Filed 66A: No | Currently 66A: No | |
| Filed No Basis: No | Currently No Basis: No | |

Current Owner(s) Information

Owner Name: Horizon Bay Realty, L.L.C.

Owner Address: Suite 600
5426 Bay Center Drive
Tampa, FLORIDA 33609
UNITED STATES

Legal Entity Type: LIMITED LIABILITY COMPANY

State or Country: DELAWARE
Where Organized:

Attorney/Correspondence Information

Attorney of Record

Attorney Name: Robert L. Brewer, Paige W. Mills and Martha B. Allard
Docket Number: 109250-801

Attorney Primary Email Address: trademarks@bassberry.com
Attorney Email Authorized: Yes

Correspondent

Correspondent Name/Address: ROBERT L. BREWER, PAIGE W. MILLS AND MARTHA B. ALL
BASS, BERRY & SIMS PLC
150 3RD AVE S STE 2800
NASHVILLE, TENNESSEE 37201-2017
UNITED STATES

Phone: 615-742-7760

Fax: 615-742-0410

Correspondent e-mail: trademarks@bassberry.com
Correspondent e-mail Authorized: Yes

Domestic Representative - Not Found

Prosecution History

| Date | Description | Proceeding Number |
|---------------|--|-------------------|
| Mar. 18, 2019 | COURTESY REMINDER - SEC. 8 (6-YR) E-MAILED | |
| Mar. 18, 2014 | REGISTERED-PRINCIPAL REGISTER | |
| Dec. 31, 2013 | OFFICIAL GAZETTE PUBLICATION CONFIRMATION E-MAILED | |
| Dec. 31, 2013 | PUBLISHED FOR OPPOSITION | |
| Dec. 11, 2013 | NOTIFICATION OF NOTICE OF PUBLICATION E-MAILED | |
| Nov. 20, 2013 | APPROVED FOR PUB - PRINCIPAL REGISTER | |
| Nov. 13, 2013 | ASSIGNED TO EXAMINER | 76081 |
| Aug. 06, 2013 | NEW APPLICATION OFFICE SUPPLIED DATA ENTERED IN TRAM | |
| Aug. 02, 2013 | NEW APPLICATION ENTERED IN TRAM | |

TM Staff and Location Information

TM Staff Information - None

File Location

Current Location: PUBLICATION AND ISSUE SECTION

Date in Location: Mar. 18, 2014

United States of America

United States Patent and Trademark Office

HORIZON BAY

Reg. No. 4,497,521

Registered Mar. 18, 2014

Int. Cls.: 43, 44 and 45

SERVICE MARK

PRINCIPAL REGISTER

HORIZON BAY REALTY, L.L.C. (DELAWARE LIMITED LIABILITY COMPANY)
SUITE 600
5426 BAY CENTER DRIVE
TAMPA, FL 33609

FOR: RETIREMENT HOMES; AND PROVIDING HEALTH CARE FACILITIES AND SERVICES, NAMELY, INDEPENDENT LIVING AND ASSISTED LIVING FACILITIES, IN CLASS 43 (U.S. CLS. 100 AND 101).

FIRST USE 7-0-2001; IN COMMERCE 7-0-2001.

FOR: NURSING HOMES; NURSING HOME CARE SERVICES; HEALTH CARE SERVICES IN ASSISTED LIVING FACILITIES AND IN HOMES IN THE COMMUNITY; HEALTH CARE SERVICES, NAMELY, WELLNESS PROGRAMS, IN CLASS 44 (U.S. CLS. 100 AND 101).

FIRST USE 7-0-2001; IN COMMERCE 7-0-2001.

FOR: PERSONAL CARE ASSISTANCE OF ACTIVITIES OF DAILY LIVING, SUCH AS BATHING, GROOMING AND PERSONAL MOBILITY FOR MENTALLY OR PHYSICALLY CHALLENGED PEOPLE, IN CLASS 45 (U.S. CLS. 100 AND 101).

FIRST USE 7-0-2001; IN COMMERCE 7-0-2001.

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT, STYLE, SIZE, OR COLOR.

OWNER OF U.S. REG. NOS. 3,266,997, 3,657,158, AND 3,657,235.

SER. NO. 86-023,825, FILED 7-30-2013.

JOHN DWYER, EXAMINING ATTORNEY



Michelle K. Lee

Deputy Director of the United States
Patent and Trademark Office

**REQUIREMENTS TO MAINTAIN YOUR FEDERAL
TRADEMARK REGISTRATION**

**WARNING: YOUR REGISTRATION WILL BE CANCELLED IF YOU DO NOT FILE THE
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Requirements in the First Ten Years*
What and When to File:

First Filing Deadline: You must file a Declaration of Use (or Excusable Nonuse) between the 5th and 6th years after the registration date. See 15 U.S.C. §§1058, 1141k. If the declaration is accepted, the registration will continue in force for the remainder of the ten-year period, calculated from the registration date, unless cancelled by an order of the Commissioner for Trademarks or a federal court.

Second Filing Deadline: You must file a Declaration of Use (or Excusable Nonuse) **and** an Application for Renewal between the 9th and 10th years after the registration date.*
See 15 U.S.C. §1059.

Requirements in Successive Ten-Year Periods*
What and When to File:

You must file a Declaration of Use (or Excusable Nonuse) **and** an Application for Renewal between every 9th and 10th-year period, calculated from the registration date.*

Grace Period Filings*

The above documents will be accepted as timely if filed within six months after the deadlines listed above with the payment of an additional fee.

**The United States Patent and Trademark Office (USPTO) will NOT send you any future notice or
reminder of these filing requirements.**

***ATTENTION MADRID PROTOCOL REGISTRANTS:** The holder of an international registration with an extension of protection to the United States under the Madrid Protocol must timely file the Declarations of Use (or Excusable Nonuse) referenced above directly with the USPTO. The time periods for filing are based on the U.S. registration date (not the international registration date). The deadlines and grace periods for the Declarations of Use (or Excusable Nonuse) are identical to those for nationally issued registrations. See 15 U.S.C. §§1058, 1141k. However, owners of international registrations do not file renewal applications at the USPTO. Instead, the holder must file a renewal of the underlying international registration at the International Bureau of the World Intellectual Property Organization, under Article 7 of the Madrid Protocol, before the expiration of each ten-year term of protection, calculated from the date of the international registration. See 15 U.S.C. §1141j. For more information and renewal forms for the international registration, see <http://www.wipo.int/madrid/en/>.

NOTE: Fees and requirements for maintaining registrations are subject to change. Please check the USPTO website for further information. With the exception of renewal applications for registered extensions of protection, you can file the registration maintenance documents referenced above online at <http://www.uspto.gov>.

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Mark: PROVIDENCE PLACE

PROVIDENCE PLACE

US Serial Number: 86647807

Application Filing Date: Jun. 01, 2015

US Registration Number: 4996181

Registration Date: Jul. 12, 2016

Filed as TEAS RF: Yes

Currently TEAS RF: Yes

Register: Principal

Mark Type: Service Mark

Status: Registered. The registration date is used to determine when post-registration maintenance documents are due.

Status Date: Jul. 12, 2016

Publication Date: Apr. 26, 2016

Mark Information

Mark Literal Elements: PROVIDENCE PLACE

Standard Character Claim: Yes. The mark consists of standard characters without claim to any particular font style, size, or color.

Mark Drawing Type: 4 - STANDARD CHARACTER MARK

Disclaimer: "PLACE"

Goods and Services

Note:

The following symbols indicate that the registrant/owner has amended the goods/services:

- Brackets [...] indicate deleted goods/services;
- Double parenthesis (..) identify any goods/services not claimed in a Section 15 affidavit of incontestability; and
- Asterisks *..* identify additional (new) wording in the goods/services.

For: Providing assisted living facilities; retirement homes; Providing temporary accommodations, namely, residential homes and housing services for individuals with short-term recuperative needs; Assisted living facilities; Nursing and physical rehabilitation center services and residential care facility services for the elderly

International Class(es): 043 - Primary Class

U.S Class(es): 100, 101

Class Status: ACTIVE

Basis: 1(a)

First Use: Dec. 31, 1998

Use in Commerce: Dec. 31, 1998

For: Providing physical rehabilitation, physical therapy services, and hospice care; medication management in the nature of preparation and dispensing of medications

International Class(es): 044 - Primary Class

U.S Class(es): 100, 101

Class Status: ACTIVE

Basis: 1(a)

First Use: Dec. 31, 1998

Use in Commerce: Dec. 31, 1998

For: Personal care assistance of activities of daily living, such as bathing, grooming, dressing and personal mobility for mentally or physically challenged people; Assisted living services for personal purposes in the nature of providing housekeeping services, laundry services, transportation services to and from appointments, meal services, and recreational game rooms for residents with memory loss, Alzheimer's disease, and dementia

International Class(es): 045 - Primary Class

U.S Class(es): 100, 101

Class Status: ACTIVE

Basis: 1(a)

First Use: Dec. 31, 1998

Use in Commerce: Dec. 31, 1998

Basis Information (Case Level)

| | | | | | |
|-----------------|-----|---------------------|-----|--------------|----|
| Filed Use: | Yes | Currently Use: | Yes | Amended Use: | No |
| Filed ITU: | No | Currently ITU: | No | Amended ITU: | No |
| Filed 44D: | No | Currently 44D: | No | Amended 44D: | No |
| Filed 44E: | No | Currently 44E: | No | Amended 44E: | No |
| Filed 66A: | No | Currently 66A: | No | | |
| Filed No Basis: | No | Currently No Basis: | No | | |

Current Owner(s) Information

Owner Name: G.M. Leader Corp.

DBA, AKA, Formerly: DBA Providence Place

Owner Address: 1528 Sand Hill Road
Hummelstown, PENNSYLVANIA 17036
UNITED STATES

Legal Entity Type: CORPORATION

State or Country Where Organized: PENNSYLVANIA

Attorney/Correspondence Information

Attorney of Record

Attorney Name: Kelley C. Keller

Docket Number: 0176-02US

Attorney Primary Email Address: trademarks@thekellerlawfirm.com

Attorney Email Authorized: Yes

Correspondent

Correspondent Name/Address: KELLEY C. KELLER
Kelley Keller Law
20 S. 36th Street
Suite 201
Camp Hill, PENNSYLVANIA 17011
UNITED STATES

Phone: 717-386-5035

Correspondent e-mail: Kelley@kelleykeller.com trademarks@canopyparalegal.com

Correspondent e-mail Authorized: Yes

Domestic Representative - Not Found

Prosecution History

| Date | Description | Proceeding Number |
|---------------|--|-------------------|
| May 26, 2017 | TEAS CHANGE OF CORRESPONDENCE RECEIVED | |
| Sep. 08, 2016 | TEAS CHANGE OF CORRESPONDENCE RECEIVED | |
| Jul. 12, 2016 | REGISTERED-PRINCIPAL REGISTER | |
| Apr. 26, 2016 | OFFICIAL GAZETTE PUBLICATION CONFIRMATION E-MAILED | |
| Apr. 26, 2016 | PUBLISHED FOR OPPOSITION | |
| Apr. 06, 2016 | NOTIFICATION OF NOTICE OF PUBLICATION E-MAILED | |
| Mar. 15, 2016 | APPROVED FOR PUB - PRINCIPAL REGISTER | |
| Mar. 15, 2016 | EXAMINER'S AMENDMENT ENTERED | 88888 |
| Mar. 15, 2016 | NOTIFICATION OF EXAMINERS AMENDMENT E-MAILED | 6328 |
| Mar. 15, 2016 | EXAMINERS AMENDMENT E-MAILED | 6328 |
| Mar. 15, 2016 | EXAMINERS AMENDMENT -WRITTEN | 78328 |
| Mar. 12, 2016 | TEAS/EMAIL CORRESPONDENCE ENTERED | 88889 |
| Mar. 11, 2016 | CORRESPONDENCE RECEIVED IN LAW OFFICE | 88889 |
| Mar. 11, 2016 | TEAS RESPONSE TO OFFICE ACTION RECEIVED | |

| | | |
|---------------|--|-------|
| Sep. 11, 2015 | NOTIFICATION OF NON-FINAL ACTION E-MAILED | 6325 |
| Sep. 11, 2015 | NON-FINAL ACTION E-MAILED | 6325 |
| Sep. 11, 2015 | NON-FINAL ACTION WRITTEN | 78328 |
| Sep. 11, 2015 | ASSIGNED TO EXAMINER | 78328 |
| Jun. 08, 2015 | NEW APPLICATION OFFICE SUPPLIED DATA ENTERED IN TRAM | |
| Jun. 04, 2015 | NEW APPLICATION ENTERED IN TRAM | |

TM Staff and Location Information

TM Staff Information - None

File Location

Current Location: PUBLICATION AND ISSUE SECTION

Date in Location: Jul. 12, 2016

United States of America

United States Patent and Trademark Office

PROVIDENCE PLACE

Reg. No. 4,996,181

Registered July 12, 2016

Int. Cls.: 43, 44 and 45

SERVICE MARK

PRINCIPAL REGISTER

G.M. LEADER CORP. (PENNSYLVANIA CORPORATION), DBA PROVIDENCE PLACE
1528 SAND HILL ROAD
HUMMELSTOWN, PA 17036

FOR: PROVIDING ASSISTED LIVING FACILITIES; RETIREMENT HOMES; PROVIDING TEMPORARY ACCOMMODATIONS, NAMELY, RESIDENTIAL HOMES AND HOUSING SERVICES FOR INDIVIDUALS WITH SHORT-TERM RECUPERATIVE NEEDS; ASSISTED LIVING FACILITIES; NURSING AND PHYSICAL REHABILITATION CENTER SERVICES AND RESIDENTIAL CARE FACILITY SERVICES FOR THE ELDERLY, IN CLASS 43 (U.S. CLS. 100 AND 101).

FIRST USE 12-31-1998; IN COMMERCE 12-31-1998.

FOR: PROVIDING PHYSICAL REHABILITATION, PHYSICAL THERAPY SERVICES, AND HOSPICE CARE; MEDICATION MANAGEMENT IN THE NATURE OF PREPARATION AND DISPENSING OF MEDICATIONS, IN CLASS 44 (U.S. CLS. 100 AND 101).

FIRST USE 12-31-1998; IN COMMERCE 12-31-1998.

FOR: PERSONAL CARE ASSISTANCE OF ACTIVITIES OF DAILY LIVING, SUCH AS BATHING, GROOMING, DRESSING AND PERSONAL MOBILITY FOR MENTALLY OR PHYSICALLY CHALLENGED PEOPLE; ASSISTED LIVING SERVICES FOR PERSONAL PURPOSES IN THE NATURE OF PROVIDING HOUSEKEEPING SERVICES, LAUNDRY SERVICES, TRANSPORTATION SERVICES TO AND FROM APPOINTMENTS, MEAL SERVICES, AND RECREATIONAL GAME ROOMS FOR RESIDENTS WITH MEMORY LOSS, ALZHEIMER'S DISEASE, AND DEMENTIA, IN CLASS 45 (U.S. CLS. 100 AND 101).

FIRST USE 12-31-1998; IN COMMERCE 12-31-1998.

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT, STYLE, SIZE, OR COLOR.

NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "PLACE", APART FROM THE MARK AS SHOWN.



Michelle K. Lee

Director of the United States
Patent and Trademark Office

SER. NO. 86-647,807, FILED 6-1-2015.

Reg. No. 4,996,181 ELLEN PERKINS, EXAMINING ATTORNEY

**REQUIREMENTS TO MAINTAIN YOUR FEDERAL
TRADEMARK REGISTRATION**

**WARNING: YOUR REGISTRATION WILL BE CANCELLED IF YOU DO NOT FILE THE
DOCUMENTS BELOW DURING THE SPECIFIED TIME PERIODS.**

Requirements in the First Ten Years*

What and When to File:

First Filing Deadline: You must file a Declaration of Use (or Excusable Nonuse) between the 5th and 6th years after the registration date. See 15 U.S.C. §§1058, 1141k. If the declaration is accepted, the registration will continue in force for the remainder of the ten-year period, calculated from the registration date, unless cancelled by an order of the Commissioner for Trademarks or a federal court.

Second Filing Deadline: You must file a Declaration of Use (or Excusable Nonuse) **and** an Application for Renewal between the 9th and 10th years after the registration date.* See 15 U.S.C. §1059.

Requirements in Successive Ten-Year Periods*

What and When to File:

You must file a Declaration of Use (or Excusable Nonuse) **and** an Application for Renewal between every 9th and 10th-year period, calculated from the registration date.*

Grace Period Filings*

The above documents will be accepted as timely if filed within six months after the deadlines listed above with the payment of an additional fee.

***ATTENTION MADRID PROTOCOL REGISTRANTS:** The holder of an international registration with an extension of protection to the United States under the Madrid Protocol must timely file the Declarations of Use (or Excusable Nonuse) referenced above directly with the United States Patent and Trademark Office (USPTO). The time periods for filing are based on the U.S. registration date (not the international registration date). The deadlines and grace periods for the Declarations of Use (or Excusable Nonuse) are identical to those for nationally issued registrations. See 15 U.S.C. §§1058, 1141k. However, owners of international registrations do not file renewal applications at the USPTO. Instead, the holder must file a renewal of the underlying international registration at the International Bureau of the World Intellectual Property Organization, under Article 7 of the Madrid Protocol, before the expiration of each ten-year term of protection, calculated from the date of the international registration. See 15 U.S.C. §1141j. For more information and renewal forms for the international registration, see <http://www.wipo.int/madrid/en/>.

NOTE: Fees and requirements for maintaining registrations are subject to change. Please check the USPTO website for further information. With the exception of renewal applications for registered extensions of protection, you can file the registration maintenance documents referenced above online at <http://www.uspto.gov>.

NOTE: A courtesy e-mail reminder of USPTO maintenance filing deadlines will be sent to trademark owners/holders who authorize e-mail communication and maintain a current e-mail address with the USPTO. To ensure that e-mail is authorized and your address is current, please use the Trademark Electronic Application System (TEAS) Correspondence Address and Change of Owner Address Forms available at <http://www.uspto.gov>.

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Mark: PROVIDENCE HEALTH PLANS

Providence Health Plans

US Serial Number: 85183976

Application Filing Date: Nov. 23, 2010

US Registration Number: 3985612

Registration Date: Jun. 28, 2011

Filed as TEAS Plus: Yes

Currently TEAS Plus: Yes

Register: Principal

Mark Type: Service Mark

Status: A Section 8 declaration has been accepted.

Status Date: Mar. 11, 2017

Publication Date: Apr. 12, 2011

Mark Information

Mark Literal Elements: PROVIDENCE HEALTH PLANS

Standard Character Claim: Yes. The mark consists of standard characters without claim to any particular font style, size, or color.

Mark Drawing Type: 4 - STANDARD CHARACTER MARK

Disclaimer: "HEALTH PLANS"

Goods and Services

Note:

The following symbols indicate that the registrant/owner has amended the goods/services:

- Brackets [...] indicate deleted goods/services;
- Double parenthesis ((.)) identify any goods/services not claimed in a Section 15 affidavit of incontestability; and
- Asterisks *..* identify additional (new) wording in the goods/services.

For: Administration of pre-paid health care plans; Claims administration services in the field of health insurance; Insurance services, namely, underwriting, issuance and administration of health insurance

International Class(es): 036 - Primary Class

U.S Class(es): 100, 101, 102

Class Status: ACTIVE

Basis: 1(a)

First Use: Oct. 28, 1994

Use in Commerce: Oct. 28, 1994

Basis Information (Case Level)

Filed Use: Yes

Currently Use: Yes

Amended Use: No

Filed ITU: No

Currently ITU: No

Amended ITU: No

Filed 44D: No

Currently 44D: No

Amended 44D: No

Filed 44E: No

Currently 44E: No

Amended 44E: No

Filed 66A: No

Currently 66A: No

Filed No Basis: No

Currently No Basis: No

Current Owner(s) Information

Owner Name: Providence Health Plan

Owner Address: 1801 Lind Ave. SW, Suite 9016

Renton, WASHINGTON 98057
UNITED STATES

Legal Entity Type: non-profit corporation

State or Country: OREGON
Where Organized:

Attorney/Correspondence Information

Attorney of Record - None
Correspondent

Correspondent Name/Address: Providence Health Plan
1801 Lind Ave. SW, Suite 9016
Renton, WASHINGTON 98057
UNITED STATES

Phone: (425) 525-3353

Fax: (425) 525-3334

Domestic Representative - Not Found

Prosecution History

| Date | Description | Proceeding Number |
|---------------|--|-------------------|
| Mar. 12, 2017 | NOTICE OF ACCEPTANCE OF SEC. 8 - E-MAILED | |
| Mar. 11, 2017 | REGISTERED - SEC. 8 (6-YR) ACCEPTED | 71378 |
| Mar. 11, 2017 | CASE ASSIGNED TO POST REGISTRATION PARALEGAL | 71378 |
| Jan. 16, 2017 | TEAS SECTION 8 RECEIVED | |
| Jan. 16, 2017 | TEAS CHANGE OF CORRESPONDENCE RECEIVED | |
| Jun. 28, 2011 | REGISTERED-PRINCIPAL REGISTER | |
| Apr. 12, 2011 | OFFICIAL GAZETTE PUBLICATION CONFIRMATION E-MAILED | |
| Apr. 12, 2011 | PUBLISHED FOR OPPOSITION | |
| Mar. 04, 2011 | APPROVED FOR PUB - PRINCIPAL REGISTER | |
| Mar. 02, 2011 | ASSIGNED TO EXAMINER | 76842 |
| Nov. 29, 2010 | NEW APPLICATION OFFICE SUPPLIED DATA ENTERED IN TRAM | |
| Nov. 26, 2010 | NEW APPLICATION ENTERED IN TRAM | |

Maintenance Filings or Post Registration Information

Affidavit of Continued Use: Section 8 - Accepted

TM Staff and Location Information

TM Staff Information - None
File Location

Current Location: TMEG LAW OFFICE 109

Date in Location: Mar. 11, 2017

United States of America

United States Patent and Trademark Office

Providence Health Plans

Reg. No. 3,985,612

PROVIDENCE HEALTH PLAN (OREGON NON-PROFIT CORPORATION)

Registered June 28, 2011

1801 LIND AVE. SW, SUITE 9016
RENTON, WA 98057

Int. Cl.: 36

FOR: ADMINISTRATION OF PRE-PAID HEALTH CARE PLANS; CLAIMS ADMINISTRATION SERVICES IN THE FIELD OF HEALTH INSURANCE; INSURANCE SERVICES, NAMELY, UNDERWRITING, ISSUANCE AND ADMINISTRATION OF HEALTH INSURANCE, IN CLASS 36 (U.S. CLS. 100, 101 AND 102).

SERVICE MARK

PRINCIPAL REGISTER

FIRST USE 10-28-1994; IN COMMERCE 10-28-1994.

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT, STYLE, SIZE, OR COLOR.

NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "HEALTH PLANS", APART FROM THE MARK AS SHOWN.

SER. NO. 85-183,976, FILED 11-23-2010.

WENDY GOODMAN, EXAMINING ATTORNEY



David J. Kyffers

Director of the United States Patent and Trademark Office

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Mark: DISCOVERY MARKETPLACE



US Serial Number: 86111717

Application Filing Date: Nov. 06, 2013

US Registration Number: 4773574

Registration Date: Jul. 14, 2015

Register: Principal

Mark Type: Service Mark

Status: Registered. The registration date is used to determine when post-registration maintenance documents are due.

Status Date: Jul. 14, 2015

Publication Date: Sep. 23, 2014

Notice of Allowance Date: Nov. 18, 2014

Mark Information

Mark Literal Elements: DISCOVERY MARKETPLACE

Standard Character Claim: No

Mark Drawing Type: 3 - AN ILLUSTRATION DRAWING WHICH INCLUDES WORD(S)/ LETTER(S)/NUMBER(S)

Description of Mark: The mark consists of the words "DISCOVERY MARKETPLACE" underneath an arc design.

Color(s) Claimed: Color is not claimed as a feature of the mark.

Disclaimer: "MARKETPLACE"

Design Search Code(s): 26.17.09 - Bands, curved; Lines, curved; Curved line(s), band(s) or bar(s); Bars, curved

Related Properties Information

Claimed Ownership of US Registrations: 4040879

Goods and Services

Note:

The following symbols indicate that the registrant/owner has amended the goods/services:

- Brackets [...] indicate deleted goods/services;
- Double parenthesis ((..)) identify any goods/services not claimed in a Section 15 affidavit of incontestability; and
- Asterisks *..* identify additional (new) wording in the goods/services.

For: Providing health insurance exchanges in the nature of a marketplace that offers purchasers of health, dental, vision, prescription, and identity theft insurance a variety of plans from different insurance providers

International Class(es): 035 - Primary Class

U.S Class(es): 100, 101, 102

Class Status: ACTIVE

Basis: 1(a)

First Use: Oct. 04, 2013

Use in Commerce: Oct. 04, 2013

Basis Information (Case Level)

Filed Use: No

Currently Use: Yes

Amended Use: No

Filed ITU: Yes

Currently ITU: No

Amended ITU: No

Filed 44D: No

Currently 44D: No

Amended 44D: No

Filed 44E: No

Currently 44E: No

Amended 44E: No

Filed 66A: No
Filed No Basis: No

Currently 66A: No
Currently No Basis: No

Current Owner(s) Information

Owner Name: DISCOVERY BENEFITS, LLC
Owner Address: 4321 20TH AVENUE SW
FARGO, NORTH DAKOTA 58103
UNITED STATES
Legal Entity Type: LIMITED LIABILITY COMPANY
State or Country Where Organized: NORTH DAKOTA

Attorney/Correspondence Information

Attorney of Record

Attorney Name: Courtney Thompson
Attorney Primary Email Address: cthompson@fredlaw.com
Docket Number: 063697
Attorney Email Authorized: Yes

Correspondent

Correspondent Name/Address: Courtney Thompson
Fredrikson & Byron, PA
200 South 6th Street, Suite 4000
Minneapolis, MINNESOTA 55402
UNITED STATES
Correspondent e-mail: cthompson@fredlaw.com jp@fredlaw.com
Correspondent e-mail Authorized: Yes

Domestic Representative - Not Found

Prosecution History

| Date | Description | Proceeding Number |
|---------------|--|-------------------|
| Apr. 03, 2019 | AUTOMATIC UPDATE OF ASSIGNMENT OF OWNERSHIP | |
| Sep. 01, 2016 | ATTORNEY/DOM.REP.REVOKED AND/OR APPOINTED | |
| Sep. 01, 2016 | TEAS REVOKE/APP/CHANGE ADDR OF ATTY/DOM REP RECEIVED | |
| Jul. 14, 2015 | REGISTERED-PRINCIPAL REGISTER | |
| Jun. 09, 2015 | NOTICE OF ACCEPTANCE OF STATEMENT OF USE E-MAILED | |
| Jun. 08, 2015 | ALLOWED PRINCIPAL REGISTER - SOU ACCEPTED | |
| Jun. 08, 2015 | STATEMENT OF USE PROCESSING COMPLETE | 71034 |
| May 06, 2015 | USE AMENDMENT FILED | 71034 |
| Jun. 04, 2015 | CASE ASSIGNED TO INTENT TO USE PARALEGAL | 71034 |
| May 06, 2015 | TEAS STATEMENT OF USE RECEIVED | |
| Nov. 18, 2014 | NOA E-MAILED - SOU REQUIRED FROM APPLICANT | |
| Sep. 23, 2014 | OFFICIAL GAZETTE PUBLICATION CONFIRMATION E-MAILED | |
| Sep. 23, 2014 | PUBLISHED FOR OPPOSITION | |
| Sep. 03, 2014 | NOTIFICATION OF NOTICE OF PUBLICATION E-MAILED | |
| Aug. 21, 2014 | LAW OFFICE PUBLICATION REVIEW COMPLETED | 70468 |
| Aug. 13, 2014 | ASSIGNED TO LIE | 70468 |
| Aug. 05, 2014 | APPROVED FOR PUB - PRINCIPAL REGISTER | |
| Aug. 05, 2014 | TEAS/EMAIL CORRESPONDENCE ENTERED | 88889 |
| Aug. 04, 2014 | CORRESPONDENCE RECEIVED IN LAW OFFICE | 88889 |
| Aug. 04, 2014 | TEAS RESPONSE TO OFFICE ACTION RECEIVED | |
| Mar. 02, 2014 | NOTIFICATION OF NON-FINAL ACTION E-MAILED | 6325 |
| Mar. 02, 2014 | NON-FINAL ACTION E-MAILED | 6325 |
| Mar. 02, 2014 | NON-FINAL ACTION WRITTEN | 67971 |
| Feb. 23, 2014 | ASSIGNED TO EXAMINER | 67971 |
| Nov. 19, 2013 | NOTICE OF DESIGN SEARCH CODE E-MAILED | |
| Nov. 18, 2013 | NEW APPLICATION OFFICE SUPPLIED DATA ENTERED IN TRAM | |
| Nov. 09, 2013 | NEW APPLICATION ENTERED IN TRAM | |

TM Staff and Location Information

TM Staff Information - None

File Location

Current Location: PUBLICATION AND ISSUE SECTION

Date in Location: Jun. 08, 2015

Assignment Abstract Of Title Information

Summary

Total Assignments: 1

Registrant: Discovery Benefits, Inc.

Assignment 1 of 1

Conveyance: ENTITY CONVERSION

Reel/Frame: [6600/0859](#)

Pages: 9

Date Recorded: Mar. 26, 2019

Supporting Documents: [assignment-tm-6600-0859.pdf](#)

Assignor

Name: [DISCOVERY BENEFITS, INC.](#)

Execution Date: Mar. 04, 2019

Legal Entity Type: CORPORATION

State or Country Where Organized: NORTH DAKOTA

Assignee

Name: [DISCOVERY BENEFITS, LLC](#)

Legal Entity Type: LIMITED LIABILITY COMPANY

State or Country Where Organized: NORTH DAKOTA

Address: 4321 20TH AVENUE SW
FARGO, NORTH DAKOTA 58103

Correspondent

Correspondent Name: PATRICIA A. LARSON, SENIOR PARALEGAL

Correspondent Address: FREDRIKSON & BYRON, P.A.
200 S. SIXTH STREET, SUITE 4000
MINNEAPOLIS, MN 55402

Domestic Representative - Not Found

United States of America

United States Patent and Trademark Office



Discovery Marketplace

Reg. No. 4,773,574

DISCOVERY BENEFITS, INC. (NORTH DAKOTA CORPORATION)
4321 20TH AVENUE SW
FARGO, ND 58103

Registered July 14, 2015

Int. Cl.: 35

FOR: PROVIDING HEALTH INSURANCE EXCHANGES IN THE NATURE OF A MARKETPLACE THAT OFFERS PURCHASERS OF HEALTH, DENTAL, VISION, PRESCRIPTION, AND IDENTITY THEFT INSURANCE A VARIETY OF PLANS FROM DIFFERENT INSURANCE PROVIDERS, IN CLASS 35 (U.S. CLS. 100, 101 AND 102).

SERVICE MARK

PRINCIPAL REGISTER

FIRST USE 10-4-2013; IN COMMERCE 10-4-2013.

OWNER OF U.S. REG. NO. 4,040,879.

NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "MARKETPLACE", APART FROM THE MARK AS SHOWN.

THE MARK CONSISTS OF THE WORDS "DISCOVERY MARKETPLACE" UNDERNEATH AN ARC DESIGN.

SN 86-111,717, FILED 11-6-2013.

ANGELA M. MICHELI, EXAMINING ATTORNEY



Michelle K. Lee

Director of the United States
Patent and Trademark Office

**REQUIREMENTS TO MAINTAIN YOUR FEDERAL
TRADEMARK REGISTRATION**

**WARNING: YOUR REGISTRATION WILL BE CANCELLED IF YOU DO NOT FILE THE
DOCUMENTS BELOW DURING THE SPECIFIED TIME PERIODS.**

Requirements in the First Ten Years*

What and When to File:

First Filing Deadline: You must file a Declaration of Use (or Excusable Nonuse) between the 5th and 6th years after the registration date. *See* 15 U.S.C. §§1058, 1141k. If the declaration is accepted, the registration will continue in force for the remainder of the ten-year period, calculated from the registration date, unless cancelled by an order of the Commissioner for Trademarks or a federal court.

Second Filing Deadline: You must file a Declaration of Use (or Excusable Nonuse) **and** an Application for Renewal between the 9th and 10th years after the registration date.*
See 15 U.S.C. §1059.

Requirements in Successive Ten-Year Periods*

What and When to File:

You must file a Declaration of Use (or Excusable Nonuse) **and** an Application for Renewal between every 9th and 10th-year period, calculated from the registration date.*

Grace Period Filings*

The above documents will be accepted as timely if filed within six months after the deadlines listed above with the payment of an additional fee.

***ATTENTION MADRID PROTOCOL REGISTRANTS:** The holder of an international registration with an extension of protection to the United States under the Madrid Protocol must timely file the Declarations of Use (or Excusable Nonuse) referenced above directly with the United States Patent and Trademark Office (USPTO). The time periods for filing are based on the U.S. registration date (not the international registration date). The deadlines and grace periods for the Declarations of Use (or Excusable Nonuse) are identical to those for nationally issued registrations. *See* 15 U.S.C. §§1058, 1141k. However, owners of international registrations do not file renewal applications at the USPTO. Instead, the holder must file a renewal of the underlying international registration at the International Bureau of the World Intellectual Property Organization, under Article 7 of the Madrid Protocol, before the expiration of each ten-year term of protection, calculated from the date of the international registration. *See* 15 U.S.C. §1141j. For more information and renewal forms for the international registration, see <http://www.wipo.int/madrid/en/>.

NOTE: Fees and requirements for maintaining registrations are subject to change. Please check the USPTO website for further information. With the exception of renewal applications for registered extensions of protection, you can file the registration maintenance documents referenced above online at <http://www.uspto.gov>.

NOTE: A courtesy e-mail reminder of USPTO maintenance filing deadlines will be sent to trademark owners/holders who authorize e-mail communication and maintain a current e-mail address with the USPTO. To ensure that e-mail is authorized and your address is current, please use the Trademark Electronic Application System (TEAS) Correspondence Address and Change of Owner Address Forms available at <http://www.uspto.gov>.

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM515970

| | | | |
|---|---|-------------------------|---------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ENTITY CONVERSION | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Discovery Benefits, Inc. | | 03/04/2019 | Corporation: NORTH DAKOTA |
| RECEIVING PARTY DATA | | | |
| Name: | Discovery Benefits, LLC | | |
| Street Address: | 4321 20TH AVENUE SW | | |
| City: | FARGO | | |
| State/Country: | NORTH DAKOTA | | |
| Postal Code: | 58103 | | |
| Entity Type: | Limited Liability Company: NORTH DAKOTA | | |
| PROPERTY NUMBERS Total: 4 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4476325 | BENEFIT SERVICE ACCOUNT | |
| Registration Number: | 4040879 | DISCOVERY BENEFITS | |
| Registration Number: | 4773574 | DISCOVERY MARKETPLACE | |
| Registration Number: | 5439038 | LEAP DISCOVERY BENEFITS | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 6124927077 | | |
| <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: | 6124927000 | | |
| Email: | ip@fredlaw.com | | |
| Correspondent Name: | Patricia A. Larson, Senior Paralegal | | |
| Address Line 1: | Fredrikson & Byron, P.A. | | |
| Address Line 2: | 200 S. Sixth Street, Suite 4000 | | |
| Address Line 4: | Minneapolis, MINNESOTA 55402 | | |
| NAME OF SUBMITTER: | Patricia A. Larson | | |
| SIGNATURE: | /Patricia A. Larson/ | | |
| DATE SIGNED: | 03/26/2019 | | |
| Total Attachments: 7 | | | |
| source=Certificate of Conversion for Discovery Benefits Inc #page1.tif | | | |
| source=Certificate of Conversion for Discovery Benefits Inc #page2.tif | | | |

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State of North Dakota

SECRETARY OF STATE



Certificate of Conversion

The undersigned, as Secretary of State of the state of North Dakota, hereby certifies that Articles of Conversion of

DISCOVERY BENEFITS, INC. (Corporation - Business - Domestic)

to

Discovery Benefits, LLC (Limited Liability Company - Business - Domestic)

duly signed and verified pursuant to North Dakota statutes governing conversions, have been received in this office and are found to conform to law.

ACCORDINGLY, the undersigned, as such Secretary of State, and by virtue of the authority vested in him by law, hereby issues this Certificate of Conversion.

Effective Date: March 4, 2019

Filed Date: March 1, 2019

A handwritten signature in cursive script, reading "Alvin A. Jaeger".

Alvin A. Jaeger
Secretary of State

TRADEMARK

REEL: 006600 FRAME: 0861

ARTICLES OF CONVERSION
FROM A NORTH DAKOTA CORPORATION
TO A NORTH DAKOTA LIMITED LIABILITY COMPANY

For Office Use Only
-FILED-
SOS Control ID#: 0000061688
Date Filed: 3/1/2019

Pursuant to the North Dakota Business Corporation Act and the North Dakota Uniform Limited Liability Company Act, the undersigned, being authorized to execute these Articles of Conversion for and on behalf of Discovery Benefits, Inc., a North Dakota corporation (the "Company"), hereby certifies the following:

1. Conversion. As of the Effective Time, as defined below, the Company will convert from a North Dakota corporation to a North Dakota limited liability company. The name of the North Dakota limited liability company to which the Company will convert is Discovery Benefits, LLC.
2. Effective Time. The conversion will be effective as of March 4, 2019 (the "Effective Time").
3. Authorization. The conversion of the Company from a North Dakota corporation to a North Dakota limited liability company has been approved in accordance with Sections 10-19.1-104.3 and 10-32.1-63 of the North Dakota Century Code.
4. Plan of Conversion. The Plan of Conversion is attached to these Articles of Conversion as Exhibit A.
5. Articles of Organization. The Articles of Organization of the North Dakota limited liability company to which the Company will convert are attached to these Articles of Conversion as Exhibit B.

IN WITNESS WHEREOF, the undersigned has executed these Articles of Conversion as of the 25th day of February, 2019.

DISCOVERY BENEFITS, INC.

By: John B. Bivver
Name: John Bivver
Title: President

B0153-0880 02/28/2019 Received by MD Secretary of State Alvin A. Jaeger

EXHIBIT A

Plan of Conversion

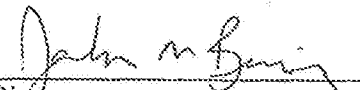
See attached.

PLAN OF CONVERSION
OF DISCOVERY BENEFITS, INC.
INTO
DISCOVERY BENEFITS, LLC

Pursuant to Section 10-19.1-104.2 of the North Dakota Century Code

1. The name of the converting organization before conversion is Discovery Benefits, Inc. (the "Converting Entity").
2. The form of the Converting Entity before conversion is a North Dakota corporation.
3. The name of the converted organization after conversion will be Discovery Benefits, LLC (the "Converted Entity").
4. The form of the Converted Entity after conversion will be a North Dakota limited liability company.
5. Upon the conversion of the Converting Entity from a North Dakota corporation to a North Dakota limited liability company (the "Conversion"), all shares of capital stock of the Converting Entity issued and outstanding immediately prior thereto shall be converted into and exchanged for 100% of the membership interests of the Converted Entity.
6. The Conversion shall be effective at the time set forth in the Articles of Conversion (the "Effective Time"). Upon the Effective Time, the Conversion will have the effect set forth in Section 10-19.1-104.6 of the North Dakota Century Code.
7. A copy of the proposed Articles of Organization of the Converted Entity is attached to this Plan of Conversion as Exhibit B.
8. A copy of the proposed Operating Agreement of the Converted Entity is maintained as a separate record of the Company. Following the Conversion, the affairs of the Converted Entity shall be managed as set forth in the Operating Agreement.

DISCOVERY BENEFITS, INC.



 John Blyler
 President

B0153-0882 02/28/2019 Received by MD Secretary of State Alvin A. Jaeger

EXHIBIT B

Articles of Organization

See attached.

B0153-0883 02/28/2019 Received by ND Secretary of State Alvin A. Jaeger

ARTICLES OF ORGANIZATION
OF
DISCOVERY BENEFITS, LLC

The undersigned person, acting as organizer of a limited liability company under the North Dakota Uniform Limited Liability Company Act, hereby adopts the following articles of organization:

ARTICLE I
Name

The name of this limited liability company is Discovery Benefits, LLC (the "Company").

ARTICLE II
Registered Office and Registered Agent

The registered office of the Company is located at 4321 20th Ave. SW, Fargo, North Dakota 58103 and the registered agent is John M. Biwer.

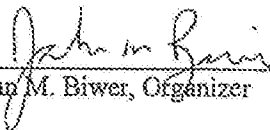
ARTICLE III
Principal Executive Office

The principal executive office of the Company is located at 4321 20th Ave. SW, Fargo, North Dakota 58103.

ARTICLE IV
Organizer

The name of the organizer is of the Company is John M. Biwer and the address is 4321 20th Ave. SW, Fargo, North Dakota 58103.

IN WITNESS WHEREOF, I have hereunto set my hand this 25th day of February, 2019.


John M. Biwer, Organizer

B0153-0884 02/28/2019 Received by ND Secretary of State Alvin A. Jaeger

For Office Use Only
-FILED-
SOS Control ID#: 0000250838
Date Filed: 3/1/2019

February 27, 2019

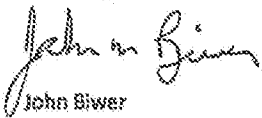
North Dakota Secretary of State
Business Division
600 E. Boulevard Avenue, Department 108
Bismarck, ND 58505-0500

RE: Cancellation of Trade Name "BENEFIT SERVICE ACCOUNT"

I, John Biewer, as the President of Discovery Benefits, Inc., hereby request that the trade name "BENEFIT SERVICE ACCOUNT", which is owned by Discovery Benefits, Inc., be cancelled.

If any additional information is need to complete this cancellation, please contact Greg Hammes at 701.451.3021.

Sincerely,



John Biewer
President - Discovery Benefits, Inc.

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Mark: DISCOVERY SENIOR LIVING

DISCOVERY SENIOR LIVING

US Serial Number: 85945143

Application Filing Date: May 29, 2013

US Registration Number: 4813327

Registration Date: Sep. 15, 2015

Register: Principal

Mark Type: Service Mark

Status: Registered. The registration date is used to determine when post-registration maintenance documents are due.

Status Date: Sep. 15, 2015

Publication Date: Nov. 05, 2013

Notice of Allowance Date: Dec. 31, 2013

Mark Information

Mark Literal Elements: DISCOVERY SENIOR LIVING

Standard Character Claim: Yes. The mark consists of standard characters without claim to any particular font style, size, or color.

Mark Drawing Type: 4 - STANDARD CHARACTER MARK

Disclaimer: "SENIOR LIVING"

Related Properties Information

Claimed Ownership of US Registrations: 4370087, 4370088

Goods and Services

Note:

The following symbols indicate that the registrant/owner has amended the goods/services:

- Brackets [...] indicate deleted goods/services;
- Double parenthesis ((...)) identify any goods/services not claimed in a Section 15 affidavit of incontestability; and
- Asterisks *...* identify additional (new) wording in the goods/services.

For: Operation of senior housing facilities for providing services to the elderly, namely, providing assisted living and independent living facilities

International Class(es): 043 - Primary Class

U.S Class(es): 100, 101

Class Status: ACTIVE

Basis: 1(a)

First Use: Jun. 30, 2007

Use in Commerce: Jun. 30, 2007

Basis Information (Case Level)

Filed Use: No

Currently Use: Yes

Amended Use: No

Filed ITU: Yes

Currently ITU: No

Amended ITU: No

Filed 44D: No

Currently 44D: No

Amended 44D: No

Filed 44E: No

Currently 44E: No

Amended 44E: No

Filed 66A: No

Currently 66A: No

Filed No Basis: No

Currently No Basis: No

Current Owner(s) Information

Owner Name: American Trust Senior Care, LLC

Owner Address: 3301 Bonita Beach Road, Suite 208
Bonita Springs, FLORIDA 34134
UNITED STATES

Legal Entity Type: LIMITED LIABILITY COMPANY

State or Country Where Organized: DELAWARE

Attorney/Correspondence Information

Attorney of Record

Attorney Name: Eric D. Cohen

Docket Number: DSL01.005

Attorney Primary Email Address: docketing@kandrip.com

Attorney Email Authorized: Yes

Correspondent

Correspondent Name/Address: Eric D. Cohen
Klintworth & Rozenblat IP LLC
19 North Green Street
Chicago, ILLINOIS 60607
UNITED STATES

Phone: 7735703330

Correspondent e-mail: docketing@kandrip.com

Correspondent e-mail Authorized: Yes

Domestic Representative - Not Found

Prosecution History

| Date | Description | Proceeding Number |
|---------------|--|-------------------|
| Apr. 15, 2016 | TEAS CHANGE OF CORRESPONDENCE RECEIVED | |
| Sep. 15, 2015 | REGISTERED-PRINCIPAL REGISTER | |
| Aug. 11, 2015 | NOTICE OF ACCEPTANCE OF STATEMENT OF USE E-MAILED | |
| Aug. 10, 2015 | ALLOWED PRINCIPAL REGISTER - SOU ACCEPTED | |
| Jul. 07, 2015 | STATEMENT OF USE PROCESSING COMPLETE | 65362 |
| Jun. 30, 2015 | USE AMENDMENT FILED | 65362 |
| Jun. 30, 2015 | TEAS STATEMENT OF USE RECEIVED | |
| Jan. 22, 2015 | ATTORNEY/DOM.REP.REVOKED AND/OR APPOINTED | |
| Jan. 22, 2015 | TEAS REVOKE/APP/CHANGE ADDR OF ATTY/DOM REP RECEIVED | |
| Dec. 20, 2014 | NOTICE OF APPROVAL OF EXTENSION REQUEST E-MAILED | |
| Dec. 19, 2014 | EXTENSION 2 GRANTED | 65362 |
| Nov. 20, 2014 | EXTENSION 2 FILED | 65362 |
| Nov. 20, 2014 | TEAS EXTENSION RECEIVED | |
| Jul. 22, 2014 | NOTICE OF APPROVAL OF EXTENSION REQUEST E-MAILED | |
| Jul. 19, 2014 | EXTENSION 1 GRANTED | 65362 |
| Jun. 16, 2014 | EXTENSION 1 FILED | 65362 |
| Jul. 14, 2014 | CASE ASSIGNED TO INTENT TO USE PARALEGAL | 65362 |
| Jun. 16, 2014 | TEAS EXTENSION RECEIVED | |
| Dec. 31, 2013 | NOA E-MAILED - SOU REQUIRED FROM APPLICANT | |
| Nov. 05, 2013 | OFFICIAL GAZETTE PUBLICATION CONFIRMATION E-MAILED | |
| Nov. 05, 2013 | PUBLISHED FOR OPPOSITION | |
| Oct. 16, 2013 | NOTIFICATION OF NOTICE OF PUBLICATION E-MAILED | |
| Sep. 27, 2013 | LAW OFFICE PUBLICATION REVIEW COMPLETED | 67287 |
| Sep. 26, 2013 | ASSIGNED TO LIE | 67287 |
| Sep. 13, 2013 | APPROVED FOR PUB - PRINCIPAL REGISTER | |
| Sep. 13, 2013 | EXAMINER'S AMENDMENT ENTERED | 88888 |
| Sep. 13, 2013 | NOTIFICATION OF EXAMINERS AMENDMENT E-MAILED | 6328 |
| Sep. 13, 2013 | EXAMINERS AMENDMENT E-MAILED | 6328 |

| | | |
|---------------|--|-------|
| Sep. 13, 2013 | EXAMINERS AMENDMENT -WRITTEN | 77300 |
| Sep. 12, 2013 | ASSIGNED TO EXAMINER | 77300 |
| Jun. 07, 2013 | NEW APPLICATION OFFICE SUPPLIED DATA ENTERED IN TRAM | |
| Jun. 01, 2013 | NEW APPLICATION ENTERED IN TRAM | |

TM Staff and Location Information

TM Staff Information - None

File Location

Current Location: PUBLICATION AND ISSUE SECTION

Date in Location: Aug. 10, 2015

United States of America

United States Patent and Trademark Office

DISCOVERY SENIOR LIVING

Reg. No. 4,813,327

AMERICAN TRUST SENIOR CARE, LLC (DELAWARE LIMITED LIABILITY COMPANY)
3301 BONITA BEACH ROAD, SUITE 208

Registered Sep. 15, 2015

BONITA SPRINGS, FL 34134

Int. Cl.: 43

FOR: OPERATION OF SENIOR HOUSING FACILITIES FOR PROVIDING SERVICES TO THE ELDERLY, NAMELY, PROVIDING ASSISTED LIVING AND INDEPENDENT LIVING FACILITIES, IN CLASS 43 (U.S. CLS. 100 AND 101).

SERVICE MARK

FIRST USE 6-30-2007; IN COMMERCE 6-30-2007.

PRINCIPAL REGISTER

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT, STYLE, SIZE, OR COLOR.

OWNER OF U.S. REG. NOS. 4,370,087 AND 4,370,088.

NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "SENIOR LIVING", APART FROM THE MARK AS SHOWN.

SN 85-945,143, FILED 5-29-2013.

CHERYL CLAYTON, EXAMINING ATTORNEY



Michelle K. Lee

Director of the United States
Patent and Trademark Office

**REQUIREMENTS TO MAINTAIN YOUR FEDERAL
TRADEMARK REGISTRATION**

**WARNING: YOUR REGISTRATION WILL BE CANCELLED IF YOU DO NOT FILE THE
DOCUMENTS BELOW DURING THE SPECIFIED TIME PERIODS.**

Requirements in the First Ten Years*

What and When to File:

First Filing Deadline: You must file a Declaration of Use (or Excusable Nonuse) between the 5th and 6th years after the registration date. See 15 U.S.C. §§1058, 1141k. If the declaration is accepted, the registration will continue in force for the remainder of the ten-year period, calculated from the registration date, unless cancelled by an order of the Commissioner for Trademarks or a federal court.

Second Filing Deadline: You must file a Declaration of Use (or Excusable Nonuse) **and** an Application for Renewal between the 9th and 10th years after the registration date.* See 15 U.S.C. §1059.

Requirements in Successive Ten-Year Periods*

What and When to File:

You must file a Declaration of Use (or Excusable Nonuse) **and** an Application for Renewal between every 9th and 10th-year period, calculated from the registration date.*

Grace Period Filings*

The above documents will be accepted as timely if filed within six months after the deadlines listed above with the payment of an additional fee.

***ATTENTION MADRID PROTOCOL REGISTRANTS:** The holder of an international registration with an extension of protection to the United States under the Madrid Protocol must timely file the Declarations of Use (or Excusable Nonuse) referenced above directly with the United States Patent and Trademark Office (USPTO). The time periods for filing are based on the U.S. registration date (not the international registration date). The deadlines and grace periods for the Declarations of Use (or Excusable Nonuse) are identical to those for nationally issued registrations. See 15 U.S.C. §§1058, 1141k. However, owners of international registrations do not file renewal applications at the USPTO. Instead, the holder must file a renewal of the underlying international registration at the International Bureau of the World Intellectual Property Organization, under Article 7 of the Madrid Protocol, before the expiration of each ten-year term of protection, calculated from the date of the international registration. See 15 U.S.C. §1141j. For more information and renewal forms for the international registration, see <http://www.wipo.int/madrid/en/>.

NOTE: Fees and requirements for maintaining registrations are subject to change. Please check the USPTO website for further information. With the exception of renewal applications for registered extensions of protection, you can file the registration maintenance documents referenced above online at <http://www.uspto.gov>.

NOTE: A courtesy e-mail reminder of USPTO maintenance filing deadlines will be sent to trademark owners/holders who authorize e-mail communication and maintain a current e-mail address with the USPTO. To ensure that e-mail is authorized and your address is current, please use the Trademark Electronic Application System (TEAS) Correspondence Address and Change of Owner Address Forms available at <http://www.uspto.gov>.

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Mark: DISCOVERY SENIOR LIVING



US Serial Number: 85945167

Application Filing Date: May 29, 2013

US Registration Number: 4813328

Registration Date: Sep. 15, 2015

Register: Principal

Mark Type: Service Mark

Status: Registered. The registration date is used to determine when post-registration maintenance documents are due.

Status Date: Sep. 15, 2015

Publication Date: Nov. 05, 2013

Notice of Allowance Date: Dec. 31, 2013

Mark Information

Mark Literal Elements: DISCOVERY SENIOR LIVING

Standard Character Claim: No

Mark Drawing Type: 3 - AN ILLUSTRATION DRAWING WHICH INCLUDES WORD(S)/ LETTER(S)/NUMBER(S)

Description of Mark: The mark consists of the words "DISCOVERY" in black with the words "SENIOR LIVING" in black below the word "DISCOVERY". The letter "S" in the word "DISCOVERY" is in blue stylized with an image of a sun in yellow just above and touching the stylized "S" where the sun has orange rays projecting therefrom.

Color Drawing: Yes

Color(s) Claimed: The color(s) blue, yellow, orange and black is/are claimed as a feature of the mark.

Disclaimer: "SENIOR LIVING"

Design Search Code(s): 01.05.01 - Sunrise; Sun, rising or setting (partially exposed or partially obstructed)

Related Properties Information

Claimed Ownership of US Registrations: 4370087, 4370088

Goods and Services

Note:

The following symbols indicate that the registrant/owner has amended the goods/services:

- Brackets [...] indicate deleted goods/services;
- Double parenthesis (()) identify any goods/services not claimed in a Section 15 affidavit of incontestability; and
- Asterisks *..* identify additional (new) wording in the goods/services.

For: Operation of senior housing facilities for providing services to the elderly, namely, providing assisted living and independent living facilities

International Class(es): 043 - Primary Class

U.S Class(es): 100, 101

Class Status: ACTIVE

Basis: 1(a)

First Use: Jun. 30, 2007

Use in Commerce: Jun. 30, 2007

Basis Information (Case Level)

Filed Use: No

Currently Use: Yes

Amended Use: No

| | | |
|---------------------------|-------------------------------|------------------------|
| Filed ITU: Yes | Currently ITU: No | Amended ITU: No |
| Filed 44D: No | Currently 44D: No | Amended 44D: No |
| Filed 44E: No | Currently 44E: No | Amended 44E: No |
| Filed 66A: No | Currently 66A: No | |
| Filed No Basis: No | Currently No Basis: No | |

Current Owner(s) Information

Owner Name: American Trust Senior Care, LLC
Owner Address: 3301 Bonita Beach Road, Suite 208
 Bonita Springs, FLORIDA 34134
 UNITED STATES
Legal Entity Type: LIMITED LIABILITY COMPANY
State or Country Where Organized: DELAWARE

Attorney/Correspondence Information

Attorney of Record

Attorney Name: Eric D. Cohen
Attorney Primary Email Address: docketing@kandrip.com
Docket Number: DSL01.006
Attorney Email Authorized: Yes

Correspondent

Correspondent Name/Address: Eric D. Cohen
 Klintworth & Rozenblat IP LLC
 19 North Green Street
 Chicago, ILLINOIS 60607
 UNITED STATES
Phone: 7735703330
Correspondent e-mail: docketing@kandrip.com
Correspondent e-mail Authorized: Yes

Domestic Representative - Not Found

Prosecution History

| Date | Description | Proceeding Number |
|---------------|--|-------------------|
| Apr. 15, 2016 | TEAS CHANGE OF CORRESPONDENCE RECEIVED | |
| Sep. 15, 2015 | REGISTERED-PRINCIPAL REGISTER | |
| Aug. 11, 2015 | NOTICE OF ACCEPTANCE OF STATEMENT OF USE E-MAILED | |
| Aug. 10, 2015 | ALLOWED PRINCIPAL REGISTER - SOU ACCEPTED | |
| Jul. 07, 2015 | STATEMENT OF USE PROCESSING COMPLETE | 65362 |
| Jun. 30, 2015 | USE AMENDMENT FILED | 65362 |
| Jun. 30, 2015 | TEAS STATEMENT OF USE RECEIVED | |
| Jan. 22, 2015 | ATTORNEY/DOM.REP.REVOKED AND/OR APPOINTED | |
| Jan. 22, 2015 | TEAS REVOKE/APP/CHANGE ADDR OF ATTY/DOM REP RECEIVED | |
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| Jul. 19, 2014 | EXTENSION 1 GRANTED | 65362 |
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| Jul. 14, 2014 | CASE ASSIGNED TO INTENT TO USE PARALEGAL | 65362 |
| Jun. 16, 2014 | TEAS EXTENSION RECEIVED | |
| Dec. 31, 2013 | NOA E-MAILED - SOU REQUIRED FROM APPLICANT | |
| Nov. 05, 2013 | OFFICIAL GAZETTE PUBLICATION CONFIRMATION E-MAILED | |
| Nov. 05, 2013 | PUBLISHED FOR OPPOSITION | |
| Oct. 16, 2013 | NOTIFICATION OF NOTICE OF PUBLICATION E-MAILED | |

| | | |
|---------------|--|-------|
| Sep. 30, 2013 | LAW OFFICE PUBLICATION REVIEW COMPLETED | 67287 |
| Sep. 26, 2013 | ASSIGNED TO LIE | 67287 |
| Sep. 13, 2013 | APPROVED FOR PUB - PRINCIPAL REGISTER | |
| Sep. 13, 2013 | EXAMINER'S AMENDMENT ENTERED | 88888 |
| Sep. 13, 2013 | NOTIFICATION OF EXAMINERS AMENDMENT E-MAILED | 6328 |
| Sep. 13, 2013 | EXAMINERS AMENDMENT E-MAILED | 6328 |
| Sep. 13, 2013 | EXAMINERS AMENDMENT -WRITTEN | 77300 |
| Sep. 12, 2013 | ASSIGNED TO EXAMINER | 77300 |
| Jun. 08, 2013 | NOTICE OF DESIGN SEARCH CODE E-MAILED | |
| Jun. 07, 2013 | NEW APPLICATION OFFICE SUPPLIED DATA ENTERED IN TRAM | |
| Jun. 01, 2013 | NEW APPLICATION ENTERED IN TRAM | |

TM Staff and Location Information

TM Staff Information - None

File Location

Current Location: PUBLICATION AND ISSUE SECTION

Date in Location: Aug. 10, 2015

United States of America

United States Patent and Trademark Office



Reg. No. 4,813,328

AMERICAN TRUST SENIOR CARE, LLC (DELAWARE LIMITED LIABILITY COMPANY)
3301 BONITA BEACH ROAD, SUITE 208
BONITA SPRINGS, FL 34134

Registered Sep. 15, 2015

Int. Cl.: 43

FOR: OPERATION OF SENIOR HOUSING FACILITIES FOR PROVIDING SERVICES TO THE ELDERLY, NAMELY, PROVIDING ASSISTED LIVING AND INDEPENDENT LIVING FACILITIES, IN CLASS 43 (U.S. CLS. 100 AND 101).

SERVICE MARK

FIRST USE 6-30-2007; IN COMMERCE 6-30-2007.

PRINCIPAL REGISTER

OWNER OF U.S. REG. NOS. 4,370,087 AND 4,370,088.

THE COLOR(S) BLUE, YELLOW, ORANGE AND BLACK IS/ARE CLAIMED AS A FEATURE OF THE MARK.

NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "SENIOR LIVING", APART FROM THE MARK AS SHOWN.

THE MARK CONSISTS OF THE WORDS "DISCOVERY" IN BLACK WITH THE WORDS "SENIOR LIVING" IN BLACK BELOW THE WORD "DISCOVERY". THE LETTER "S" IN THE WORD "DISCOVERY" IS IN BLUE STYLIZED WITH AN IMAGE OF A SUN IN YELLOW JUST ABOVE AND TOUCHING THE STYLIZED "S" WHERE THE SUN HAS ORANGE RAYS PROJECTING THEREFROM.

SN 85-945,167, FILED 5-29-2013.

CHERYL CLAYTON, EXAMINING ATTORNEY



Michelle K. Lee

Director of the United States
Patent and Trademark Office

**REQUIREMENTS TO MAINTAIN YOUR FEDERAL
TRADEMARK REGISTRATION**

**WARNING: YOUR REGISTRATION WILL BE CANCELLED IF YOU DO NOT FILE THE
DOCUMENTS BELOW DURING THE SPECIFIED TIME PERIODS.**

Requirements in the First Ten Years*

What and When to File:

First Filing Deadline: You must file a Declaration of Use (or Excusable Nonuse) between the 5th and 6th years after the registration date. *See* 15 U.S.C. §§1058, 1141k. If the declaration is accepted, the registration will continue in force for the remainder of the ten-year period, calculated from the registration date, unless cancelled by an order of the Commissioner for Trademarks or a federal court.

Second Filing Deadline: You must file a Declaration of Use (or Excusable Nonuse) **and** an Application for Renewal between the 9th and 10th years after the registration date.*
See 15 U.S.C. §1059.

Requirements in Successive Ten-Year Periods*

What and When to File:

You must file a Declaration of Use (or Excusable Nonuse) **and** an Application for Renewal between every 9th and 10th-year period, calculated from the registration date.*

Grace Period Filings*

The above documents will be accepted as timely if filed within six months after the deadlines listed above with the payment of an additional fee.

***ATTENTION MADRID PROTOCOL REGISTRANTS:** The holder of an international registration with an extension of protection to the United States under the Madrid Protocol must timely file the Declarations of Use (or Excusable Nonuse) referenced above directly with the United States Patent and Trademark Office (USPTO). The time periods for filing are based on the U.S. registration date (not the international registration date). The deadlines and grace periods for the Declarations of Use (or Excusable Nonuse) are identical to those for nationally issued registrations. *See* 15 U.S.C. §§1058, 1141k. However, owners of international registrations do not file renewal applications at the USPTO. Instead, the holder must file a renewal of the underlying international registration at the International Bureau of the World Intellectual Property Organization, under Article 7 of the Madrid Protocol, before the expiration of each ten-year term of protection, calculated from the date of the international registration. *See* 15 U.S.C. §1141j. For more information and renewal forms for the international registration, see <http://www.wipo.int/madrid/en/>.

NOTE: Fees and requirements for maintaining registrations are subject to change. Please check the USPTO website for further information. With the exception of renewal applications for registered extensions of protection, you can file the registration maintenance documents referenced above online at <http://www.uspto.gov>.

NOTE: A courtesy e-mail reminder of USPTO maintenance filing deadlines will be sent to trademark owners/holders who authorize e-mail communication and maintain a current e-mail address with the USPTO. To ensure that e-mail is authorized and your address is current, please use the Trademark Electronic Application System (TEAS) Correspondence Address and Change of Owner Address Forms available at <http://www.uspto.gov>.

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Mark: GUARDIAN HOME HEALTH

GUARDIAN HOME HEALTH

US Serial Number: 85508755

Application Filing Date: Jan. 04, 2012

US Registration Number: 4297234

Registration Date: Mar. 05, 2013

Register: Principal

Mark Type: Service Mark

Status: Registered. The registration date is used to determine when post-registration maintenance documents are due.

Status Date: Mar. 05, 2013

Publication Date: Dec. 18, 2012

Mark Information

Mark Literal Elements: GUARDIAN HOME HEALTH

Standard Character Claim: Yes. The mark consists of standard characters without claim to any particular font style, size, or color.

Mark Drawing Type: 4 - STANDARD CHARACTER MARK

Disclaimer: "HOME HEALTH"

Goods and Services

Note:

The following symbols indicate that the registrant/owner has amended the goods/services:

- Brackets [...] indicate deleted goods/services;
- Double parenthesis (..) identify any goods/services not claimed in a Section 15 affidavit of incontestability; and
- Asterisks *..* identify additional (new) wording in the goods/services.

For: Physical and occupational rehabilitation; transitional health care; nursing home care; home health and hospice care; physical, speech and occupational rehabilitation therapy; assisted living health care; skilled nursing home care, speech, physical and occupational therapy; Health care, namely, home health care, hospice, post-acute care, sub-acute care, chronic care, and geriatric health care management; Providing hospice services to those living at home or in a nursing or assisted care facility and their families, namely, providing nursing and nursing care, certified home health aides, volunteers, therapists and rehabilitation therapies in the nature of physical, occupational therapies, and registered dietitians

International Class(es): 044 - Primary Class

U.S Class(es): 100, 101

Class Status: ACTIVE

Basis: 1(a)

First Use: Dec. 31, 2003

Use in Commerce: Dec. 31, 2003

For: Home care and adult care services in the nature of providing non-medical in-home assisted living services to hospice patients and their families, namely, companionship, counseling and emotional support; grief counseling; personal care assistance of activities of daily living, such as bathing, grooming and personal mobility for mentally or physically challenged people; Providing personal support services for families of patients with life threatening disorders, namely, companionship, counseling and emotional support; grief counseling; personal care assistance of activities of daily living, such as bathing, grooming and personal mobility for mentally or physically challenged people; case management services, namely, coordinating legal, social and psychological services for elderly persons

International Class(es): 045 - Primary Class

U.S Class(es): 100, 101

Class Status: ACTIVE

Basis: 1(a)

First Use: Dec. 31, 2003

Use in Commerce: Dec. 31, 2003

Basis Information (Case Level)

| | | |
|---------------------------|-------------------------------|------------------------|
| Filed Use: Yes | Currently Use: Yes | Amended Use: No |
| Filed ITU: No | Currently ITU: No | Amended ITU: No |
| Filed 44D: No | Currently 44D: No | Amended 44D: No |
| Filed 44E: No | Currently 44E: No | Amended 44E: No |
| Filed 66A: No | Currently 66A: No | |
| Filed No Basis: No | Currently No Basis: No | |

Current Owner(s) Information

Owner Name: Guardian Home Health Care LLC

Owner Address: 181 Waukegan Rd.
Suite 301
Northfield, ILLINOIS 60093
UNITED STATES

Legal Entity Type: LIMITED LIABILITY COMPANY **State or Country** ILLINOIS
Where Organized:

Attorney/Correspondence Information

Attorney of Record - None
Correspondent

Correspondent Name/Address: Helen Smekhov
Guardian Home Health Care, LLC
181 Waukengan Road
Suite 301
Northfield, ILLINOIS 60093
UNITED STATES

Domestic Representative - Not Found

Prosecution History

| Date | Description | Proceeding Number |
|---------------|--|-------------------|
| Feb. 07, 2019 | WITHDRAWAL OF ATTORNEY GRANTED | |
| Feb. 07, 2019 | TEAS WITHDRAWAL OF ATTORNEY RECEIVED | |
| Mar. 05, 2018 | COURTESY REMINDER - SEC. 8 (6-YR) E-MAILED | |
| Mar. 05, 2013 | REGISTERED-PRINCIPAL REGISTER | |
| Dec. 18, 2012 | OFFICIAL GAZETTE PUBLICATION CONFIRMATION E-MAILED | |
| Dec. 18, 2012 | PUBLISHED FOR OPPOSITION | |
| Nov. 28, 2012 | NOTIFICATION OF NOTICE OF PUBLICATION E-MAILED | |
| Nov. 13, 2012 | LAW OFFICE PUBLICATION REVIEW COMPLETED | 69712 |
| Nov. 09, 2012 | APPROVED FOR PUB - PRINCIPAL REGISTER | |
| Oct. 31, 2012 | TEAS/EMAIL CORRESPONDENCE ENTERED | 69712 |
| Oct. 31, 2012 | CORRESPONDENCE RECEIVED IN LAW OFFICE | 69712 |
| Oct. 23, 2012 | ASSIGNED TO LIE | 69712 |
| Oct. 10, 2012 | TEAS RESPONSE TO OFFICE ACTION RECEIVED | |
| Apr. 11, 2012 | NOTIFICATION OF NON-FINAL ACTION E-MAILED | 6325 |
| Apr. 11, 2012 | NON-FINAL ACTION E-MAILED | 6325 |
| Apr. 11, 2012 | NON-FINAL ACTION WRITTEN | 74304 |
| Apr. 09, 2012 | ASSIGNED TO EXAMINER | 74304 |
| Jan. 10, 2012 | NEW APPLICATION OFFICE SUPPLIED DATA ENTERED IN TRAM | |
| Jan. 07, 2012 | NEW APPLICATION ENTERED IN TRAM | |

TM Staff and Location Information

TM Staff Information - None
File Location

Current Location: PUBLICATION AND ISSUE SECTION **Date in Location:** Mar. 05, 2013

United States of America

United States Patent and Trademark Office

GUARDIAN HOME HEALTH

Reg. No. 4,297,234

Registered Mar. 5, 2013

Int. Cls.: 44 and 45

SERVICE MARK

PRINCIPAL REGISTER

GUARDIAN HOME HEALTH CARE LLC (ILLINOIS LIMITED LIABILITY COMPANY)
181 WAUKEGAN RD.
SUITE 301
NORTHFIELD, IL 60093

FOR: PHYSICAL AND OCCUPATIONAL REHABILITATION; TRANSITIONAL HEALTH CARE; NURSING HOME CARE; HOME HEALTH AND HOSPICE CARE; PHYSICAL, SPEECH AND OCCUPATIONAL REHABILITATION THERAPY; ASSISTED LIVING HEALTH CARE; SKILLED NURSING HOME CARE, SPEECH, PHYSICAL AND OCCUPATIONAL THERAPY; HEALTH CARE, NAMELY, HOME HEALTH CARE, HOSPICE, POST-ACUTE CARE, SUB-ACUTE CARE, CHRONIC CARE, AND GERIATRIC HEALTH CARE MANAGEMENT; PROVIDING HOSPICE SERVICES TO THOSE LIVING AT HOME OR IN A NURSING OR ASSISTED CARE FACILITY AND THEIR FAMILIES, NAMELY, PROVIDING NURSING AND NURSING CARE, CERTIFIED HOME HEALTH AIDES, VOLUNTEERS, THERAPISTS AND REHABILITATION THERAPIES IN THE NATURE OF PHYSICAL, OCCUPATIONAL THERAPIES, AND REGISTERED DIETITIANS, IN CLASS 44 (U.S. CLS. 100 AND 101).

FIRST USE 12-31-2003; IN COMMERCE 12-31-2003.

FOR: HOME CARE AND ADULT CARE SERVICES IN THE NATURE OF PROVIDING NON-MEDICAL IN-HOME ASSISTED LIVING SERVICES TO HOSPICE PATIENTS AND THEIR FAMILIES, NAMELY, COMPANIONSHIP, COUNSELING AND EMOTIONAL SUPPORT; GRIEF COUNSELING; PERSONAL CARE ASSISTANCE OF ACTIVITIES OF DAILY LIVING, SUCH AS BATHING, GROOMING AND PERSONAL MOBILITY FOR MENTALLY OR PHYSICALLY CHALLENGED PEOPLE; PROVIDING PERSONAL SUPPORT SERVICES FOR FAMILIES OF PATIENTS WITH LIFE THREATENING DISORDERS, NAMELY, COMPANIONSHIP, COUNSELING AND EMOTIONAL SUPPORT; GRIEF COUNSELING; PERSONAL CARE ASSISTANCE OF ACTIVITIES OF DAILY LIVING, SUCH AS BATHING, GROOMING AND PERSONAL MOBILITY FOR MENTALLY OR PHYSICALLY CHALLENGED PEOPLE; CASE MANAGEMENT SERVICES, NAMELY, COORDINATING LEGAL, SOCIAL AND PSYCHOLOGICAL SERVICES FOR ELDERLY PERSONS, IN CLASS 45 (U.S. CLS. 100 AND 101).



Sean Street Lee

Acting Director of the United States Patent and Trademark Office

FIRST USE 12-31-2003; IN COMMERCE 12-31-2003.

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT, STYLE, SIZE, OR COLOR.

Reg. No. 4,297,234 NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "HOME HEALTH", APART FROM THE MARK AS SHOWN.

SER. NO. 85-508,755, FILED 1-4-2012.

MARK SPARACINO, EXAMINING ATTORNEY

**REQUIREMENTS TO MAINTAIN YOUR FEDERAL
TRADEMARK REGISTRATION**

**WARNING: YOUR REGISTRATION WILL BE CANCELLED IF YOU DO NOT FILE THE
DOCUMENTS BELOW DURING THE SPECIFIED TIME PERIODS.**

Requirements in the First Ten Years*
What and When to File:

First Filing Deadline: You must file a Declaration of Use (or Excusable Nonuse) between the 5th and 6th years after the registration date. See 15 U.S.C. §§1058, 1141k. If the declaration is accepted, the registration will continue in force for the remainder of the ten-year period, calculated from the registration date, unless cancelled by an order of the Commissioner for Trademarks or a federal court.

Second Filing Deadline: You must file a Declaration of Use (or Excusable Nonuse) **and** an Application for Renewal between the 9th and 10th years after the registration date.*
See 15 U.S.C. §1059.

Requirements in Successive Ten-Year Periods*
What and When to File:

You must file a Declaration of Use (or Excusable Nonuse) **and** an Application for Renewal between every 9th and 10th-year period, calculated from the registration date.*

Grace Period Filings*

The above documents will be accepted as timely if filed within six months after the deadlines listed above with the payment of an additional fee.

**The United States Patent and Trademark Office (USPTO) will NOT send you any future notice or
reminder of these filing requirements.**

***ATTENTION MADRID PROTOCOL REGISTRANTS:** The holder of an international registration with an extension of protection to the United States under the Madrid Protocol must timely file the Declarations of Use (or Excusable Nonuse) referenced above directly with the USPTO. The time periods for filing are based on the U.S. registration date (not the international registration date). The deadlines and grace periods for the Declarations of Use (or Excusable Nonuse) are identical to those for nationally issued registrations. See 15 U.S.C. §§1058, 1141k. However, owners of international registrations do not file renewal applications at the USPTO. Instead, the holder must file a renewal of the underlying international registration at the International Bureau of the World Intellectual Property Organization, under Article 7 of the Madrid Protocol, before the expiration of each ten-year term of protection, calculated from the date of the international registration. See 15 U.S.C. §1141j. For more information and renewal forms for the international registration, see <http://www.wipo.int/madrid/en/>.

NOTE: Fees and requirements for maintaining registrations are subject to change. Please check the USPTO website for further information. With the exception of renewal applications for registered extensions of protection, you can file the registration maintenance documents referenced above online at <http://www.uspto.gov>.

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Mark: GUARDIAN ANGEL HOMES

GUARDIAN ANGEL HOMES

US Serial Number: 76468985

Application Filing Date: Nov. 21, 2002

US Registration Number: 2784034

Registration Date: Nov. 18, 2003

Register: Principal

Mark Type: Service Mark

Status: The registration has been renewed.

Status Date: Dec. 02, 2013

Publication Date: Aug. 26, 2003

Mark Information

Mark Literal Elements: GUARDIAN ANGEL HOMES

Standard Character Claim: No

Mark Drawing Type: 1 - TYPESET WORD(S) /LETTER(S) /NUMBER(S)

Disclaimer: "HOMES"

Goods and Services

Note:

The following symbols indicate that the registrant/owner has amended the goods/services:

- Brackets [...] indicate deleted goods/services;
- Double parenthesis (..) identify any goods/services not claimed in a Section 15 affidavit of incontestability; and
- Asterisks *..* identify additional (new) wording in the goods/services.

For: providing assisted living facilities

International Class(es): 043 - Primary Class

U.S Class(es): 100, 101

Class Status: ACTIVE

Basis: 1(a)

First Use: Sep. 05, 1999

Use in Commerce: Sep. 05, 1999

Basis Information (Case Level)

Filed Use: Yes

Currently Use: Yes

Amended Use: No

Filed ITU: No

Currently ITU: No

Amended ITU: No

Filed 44D: No

Currently 44D: No

Amended 44D: No

Filed 44E: No

Currently 44E: No

Amended 44E: No

Filed 66A: No

Currently 66A: No

Filed No Basis: No

Currently No Basis: No

Current Owner(s) Information

Owner Name: Human Resource Construction Company, Inc.

Owner Address: Post Office Box 830
Rathdrum, IDAHO 83858
UNITED STATES

Legal Entity Type: CORPORATION

State or Country Where Organized: IDAHO

Attorney/Correspondence Information

Attorney of Record**Attorney Name:** J. Bradley Klepper**Attorney Primary
Email Address:** brad.klepper@mcafeetaft.com**Attorney Email No
Authorized:****Correspondent****Correspondent
Name/Address:** Human Resource Construction Company, Inc.
Post Office Box 830
Rathdrum, IDAHO 83858
UNITED STATES**Domestic Representative - Not Found**

Prosecution History

| Date | Description | Proceeding Number |
|---------------|--|-------------------|
| Dec. 02, 2013 | NOTICE OF ACCEPTANCE OF SEC. 8 & 9 - MAILED | |
| Dec. 02, 2013 | REGISTERED AND RENEWED (FIRST RENEWAL - 10 YRS) | 68335 |
| Dec. 02, 2013 | REGISTERED - SEC. 8 (10-YR) ACCEPTED/SEC. 9 GRANTED | 68335 |
| Nov. 13, 2013 | REGISTERED - COMBINED SECTION 8 (10-YR) & SEC. 9 FILED | 68335 |
| Dec. 02, 2013 | CASE ASSIGNED TO POST REGISTRATION PARALEGAL | 68335 |
| Nov. 13, 2013 | TEAS SECTION 8 & 9 RECEIVED | |
| Nov. 13, 2013 | TEAS CHANGE OF CORRESPONDENCE RECEIVED | |
| Mar. 09, 2010 | REGISTERED - SEC. 8 (6-YR) ACCEPTED & SEC. 15 ACK. | 70619 |
| Mar. 09, 2010 | CASE ASSIGNED TO POST REGISTRATION PARALEGAL | 70619 |
| Feb. 23, 2010 | TEAS SECTION 8 & 15 RECEIVED | |
| Nov. 18, 2003 | REGISTERED-PRINCIPAL REGISTER | |
| Aug. 26, 2003 | PUBLISHED FOR OPPOSITION | |
| Aug. 06, 2003 | NOTICE OF PUBLICATION | |
| Jun. 16, 2003 | APPROVED FOR PUB - PRINCIPAL REGISTER | |
| Apr. 28, 2003 | CORRESPONDENCE RECEIVED IN LAW OFFICE | |
| Apr. 28, 2003 | PAPER RECEIVED | |
| Apr. 14, 2003 | NON-FINAL ACTION MAILED | |
| Apr. 07, 2003 | ASSIGNED TO EXAMINER | 76505 |

Maintenance Filings or Post Registration Information

**Affidavit of
Continued Use:** Section 8 - Accepted**Affidavit of
Incontestability:** Section 15 - Accepted**Renewal Date:** Nov. 18, 2013

TM Staff and Location Information

TM Staff Information - None**File Location****Current Location:** GENERIC WEB UPDATE**Date in Location:** Dec. 02, 2013

Int. Cl.: 43

Prior U.S. Cls.: 100 and 101

United States Patent and Trademark Office

Reg. No. 2,784,034

Registered Nov. 18, 2003

**SERVICE MARK
PRINCIPAL REGISTER**

GUARDIAN ANGEL HOMES

HUMAN RESOURCE CONSTRUCTION COMPA-
NY, INC. (IDAHO CORPORATION)
POST OFFICE BOX 1044
HAYDEN LAKE, ID 83835

NO CLAIM IS MADE TO THE EXCLUSIVE
RIGHT TO USE "HOMES", APART FROM THE
MARK AS SHOWN.

FOR: PROVIDING ASSISTED LIVING FACIL-
ITIES, IN CLASS 43 (U.S. CLS. 100 AND 101).

SER. NO. 76-468,985, FILED 11-21-2002.

FIRST USE 9-5-1999; IN COMMERCE 9-5-1999.

MICHAEL KEATING, EXAMINING ATTORNEY

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Mark: GUARDIAN

US Serial Number: 74052345

Application Filing Date: Apr. 24, 1990

US Registration Number: 1637818

Registration Date: Mar. 12, 1991

Register: Principal

Mark Type: Service Mark

Status: The registration has been renewed.

Status Date: Sep. 30, 2011

Publication Date: Dec. 18, 1990

Mark Information

Mark Literal Elements: GUARDIAN

Standard Character Claim: No

Mark Drawing Type: 1 - TYPESET WORD(S) /LETTER(S) /NUMBER(S)

Related Properties Information

Claimed Ownership of US Registrations: 1436668

Goods and Services

Note:

The following symbols indicate that the registrant/owner has amended the goods/services:

- Brackets [...] indicate deleted goods/services;
- Double parenthesis ((...)) identify any goods/services not claimed in a Section 15 affidavit of incontestability; and
- Asterisks *.* identify additional (new) wording in the goods/services.

For: insurance services, namely group health insurance underwriting services

International Class(es): 036 - Primary Class

U.S Class(es): 102

Class Status: ACTIVE

Basis: 1(a)

First Use: 1957

Use in Commerce: 1957

Basis Information (Case Level)

Filed Use: Yes

Currently Use: Yes

Amended Use: No

Filed ITU: No

Currently ITU: No

Amended ITU: No

Filed 44D: No

Currently 44D: No

Amended 44D: No

Filed 44E: No

Currently 44E: No

Amended 44E: No

Filed 66A: No

Currently 66A: No

Filed No Basis: No

Currently No Basis: No

Current Owner(s) Information

Owner Name: Guardian Life Insurance Company of America, The

Owner Address: 7 HANOVER STREET
New York, NEW YORK 10004
UNITED STATES

Legal Entity Type: CORPORATION

State or Country NEW YORK
Where Organized:

Attorney/Correspondence Information

Attorney of Record

Attorney Name: CHARLES WEIGELL

Docket Number: GLIC 1107889

Correspondent

Correspondent Name/Address: CHARLES WEIGELL
Fross Zelnick Lehrman & Zissu, P.C.
4 Times Square, 17th Floor
NEW YORK, NEW YORK 10036
UNITED STATES

Phone: 212-813-5900

Correspondent e-mail: weigell-docket@fzlz.com

Correspondent e-mail Authorized: Yes

Domestic Representative - Not Found

Prosecution History

| Date | Description | Proceeding Number |
|---------------|--|-------------------|
| Jul. 24, 2018 | TEAS CHANGE OF CORRESPONDENCE RECEIVED | |
| Apr. 05, 2017 | REVIEW OF CORRESPONDENCE COMPLETE - ADDRESS UPDATED | 88889 |
| Jan. 31, 2017 | CORRESPONDENCE RECEIVED IN LAW OFFICE | |
| Sep. 30, 2011 | REGISTERED AND RENEWED (SECOND RENEWAL - 10 YRS) | 74886 |
| Sep. 30, 2011 | REGISTERED - SEC. 8 (10-YR) ACCEPTED/SEC. 9 GRANTED | 74886 |
| Sep. 28, 2011 | CASE ASSIGNED TO POST REGISTRATION PARALEGAL | 74886 |
| Sep. 07, 2011 | TEAS SECTION 8 & 9 RECEIVED | |
| Oct. 23, 2007 | CASE FILE IN TICRS | |
| Jun. 10, 2001 | REGISTERED AND RENEWED (FIRST RENEWAL - 10 YRS) | |
| Jun. 10, 2001 | REGISTERED - SEC. 8 (10-YR) ACCEPTED/SEC. 9 GRANTED | |
| Mar. 09, 2001 | REGISTERED - COMBINED SECTION 8 (10-YR) & SEC. 9 FILED | |
| Mar. 01, 1997 | REGISTERED - SEC. 8 (6-YR) ACCEPTED & SEC. 15 ACK. | |
| Jan. 27, 1997 | REGISTERED - SEC. 8 (6-YR) & SEC. 15 FILED | |
| Mar. 12, 1991 | REGISTERED-PRINCIPAL REGISTER | |
| Dec. 18, 1990 | PUBLISHED FOR OPPOSITION | |
| Nov. 16, 1990 | NOTICE OF PUBLICATION | |
| Oct. 17, 1990 | APPROVED FOR PUB - PRINCIPAL REGISTER | |
| Oct. 12, 1990 | EXAMINER'S AMENDMENT MAILED | |
| Sep. 14, 1990 | CORRESPONDENCE RECEIVED IN LAW OFFICE | |
| Sep. 05, 1990 | NON-FINAL ACTION MAILED | |
| Aug. 23, 1990 | ASSIGNED TO EXAMINER | 69185 |

Maintenance Filings or Post Registration Information

Affidavit of Continued Use: Section 8 - Accepted

Affidavit of Incontestability: Section 15 - Accepted

Renewal Date: Mar. 12, 2011

TM Staff and Location Information

TM Staff Information - None

File Location

Current Location: GENERIC WEB UPDATE

Date in Location: Sep. 30, 2011

Int. Cl.: 36

Prior U.S. Cl.: 102

United States Patent and Trademark Office **Reg. No. 1,637,818**
Registered Mar. 12, 1991

**SERVICE MARK
PRINCIPAL REGISTER**

GUARDIAN

GUARDIAN LIFE INSURANCE COMPANY OF
AMERICA, THE (NEW YORK CORPORA-
TION)
201 PARK AVENUE SOUTH
NEW YORK, NY 10003

FOR: INSURANCE SERVICES, NAMELY
GROUP HEALTH INSURANCE UNDERWRIT-
ING SERVICES, IN CLASS 36 (U.S. CL. 102).

FIRST USE 0-0-1957; IN COMMERCE
0-0-1957.

OWNER OF U.S. REG. NO. 1,436,668.

SER. NO. 74-052,345, FILED 4-24-1990.

BALDEV SARAI, EXAMINING ATTORNEY