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Filing date: **01/09/2026**

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

Proceeding no.	91293375
Party	Plaintiff teleMovement Physical Therapy, a Professional corporation
Correspondence address	KERIANNE A. STRACHAN FITCH, EVEN, TABIN & FLANNERY LLP 120 SOUTH LASALLE STREET SUITE 2100 CHICAGO, IL 60603 UNITED STATES Primary email: trademark@fitcheven.com Secondary email(s): tlebens@fitcheven.com, kstrachan@fitcheven.com 312-577-7000
Submission	Motion to Join/Substitute Party
Filer's name	Kerianne A. Strachan
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Signature	/Kerianne A. Strachan/
Date	01/09/2026
Attachments	20666-160311 Motion to Join.pdf(710319 bytes)

20666-160311

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

teleMOVEMENT Physical Therapy, a Professional
Corporation,

Opposer,

OPPOSITION NO. 91293375

Everflex, LLC,

Assignee of Opposer's Interest

v.

EVEREX,

Applicant.

Serial No.: 98085822
Mark: EVEREX
Filed: July 14, 2023
Published: July 30, 2024

MOTION TO JOIN

Everflex, LLC has become the successor-in-interest to teleMOVEMENT Physical Therapy, a Professional Corporation, in all rights and claims associated with Opposition No. 91293375 by assignment of all registered and common law trademark rights, goodwill, and associated business and claims in the EVERFLEX mark in Registration No. 5717631 and the EVERFLEX HEALTH mark in Registration No. 5944935. *See Exhibit A.*

Accordingly, pursuant to Section 512.01 of the Trademark Trial and Appeal Board Manual of Procedure, which provides that “[w]hen there has been an assignment of a mark that is the subject of, or relied upon in, an inter partes proceeding before the Board, the assignee may be joined or substituted . . .”, Everflex, LLC moves to join teleMOVEMENT Physical Therapy, a Professional Corporation, in the present proceeding. Since the assignment occurred after the

commencement of the present opposition, the assignee should be joined, rather than substituted.

Id.

Based on the foregoing, Everflex, LLC respectfully requests that it be joined as a party to this proceeding.

Respectfully submitted,

January 9, 2026

/Kerianne A. Strachan/
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Attorneys for Assignee of Opposer's Interest

CERTIFICATE OF SERVICE

I, Thomas Lebens, Attorney for Assignee of Opposer's Interest, hereby certify that a copy of the foregoing MOTION TO JOIN was served by email upon:

JIHUN KIM
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January 9, 2026

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Attorneys for Assignee of Opposer's Interest

EXHIBIT A

ASSIGNMENT OF TRADEMARK

This Assignment of Trademark is made as of July 21, 2025 (the “Effective Date”), by and between teleMovement Physical Therapy, a Professional corporation, with a notice address of 408 Higuera Street, Suite 200, San Luis Obispo, CA 93401 (the “Assignor”), and Everflex, LLC, a California limited liability company, with a notice address of 408 Higuera Street, Suite 200, San Luis Obispo, CA 93401 (the “Assignee”), with regard to the U.S. Trademark “EVERFLEX”, Registration No. 5717631, Serial No. 87878026 (“Trademark”), and the rights associated therewith (“Trademark Rights”).

The Assignee desires to acquire from the Assignor all of Assignor’s right, title and interest in and to the Trademark Rights, together with the benefit of any use of the Trademark by the Assignor, and the goodwill of the business relations to the Trademark and to the wares or services associated with it, to hold unto the Assignee absolutely.

Now therefore, in consideration of the payment of one dollar (\$1.00) and for good and valuable consideration, the receipt, sufficiency and adequacy of which is hereby acknowledged, the Assignor and the Assignee hereby agree as follows:


Trademark Assignment. The Assignor hereby sells, transfers and assigns to the Assignee, its successors and assigns, the Assignor’s entire right, title and interest in and to the Trademark application and/or registrations and the Trademark Rights, together with (i) the benefit of any use of the Trademark by the Assignor, (ii) the goodwill of the business relations to the Trademark and to the wares or services associated with it, and (iii) all income, royalties and damages hereafter due or payable to Assignor with respect to the Trademark(s) to hold unto the Assignee absolutely.

ASSIGNOR:


ASSIGNEE:

teleMovement Physical Therapy, a
Professional Corporation

Everflex, LLC, a California limited
liability company

By: 
Name: Kelly Sanders
Title: CEO/CFO
Date: 7/24/25

By: Movement for Life, Inc.
Its: Sole Member/Manager

By: 
Name: Kelly Sanders
Title: CEO/CFO
Date: 7/24/25

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The Assignee desires to acquire from the Assignor all of Assignor's right, title and interest in and to the Trademark Rights, together with the benefit of any use of the Trademark by the Assignor, and the goodwill of the business relations to the Trademark and to the wares or services associated with it, to hold unto the Assignee absolutely.

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