

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	07/10/2009		
CONVEYING PARTY DATA			
	Name	Formerly	Execution Date
	Health2O Products, LLC		04/21/2010
			Entity Type
			LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Evolve Health, LLC		
Street Address:	13455 Noel Road		
Internal Address:	23rd Floor		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75240		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
	Property Type	Number	Word Mark
	Serial Number:	77678973	EVO2LV
CORRESPONDENCE DATA			
Fax Number:	(843)534-4269		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	843-720-4302		
Email:	ip@nelsonmullins.com		
Correspondent Name:	John C. McElwaine		
Address Line 1:	100 North Tryon Street		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	34980/09006		
NAME OF SUBMITTER:	John C. McElwaine		

OP \$40.00 77678973

900162508

**TRADEMARK
 REEL: 004208 FRAME: 0424**


Signature:	/John C. McElwaine/
Date:	05/18/2010
Total Attachments: 1 source=H20toEvH#page1.tif	

NUNC PRO TUNC TRADEMARK ASSIGNMENT

This is a NUNC PRO TUNC ASSIGNMENT by Health2O Products, LLC (the "Assignor"), a Delaware limited liability company, with principal place of business at 13455 Noel Road, 23rd Floor, Dallas, Texas 75240, to and for the benefit of Evolv Health, LLC (the "Assignee"), a Delaware limited liability company, with principal place of business at 13455 Noel Road, 23rd Floor, Dallas, Texas 75240.

Recital

WHEREAS, up until July 10, 2009, Assignor was the owner of any and all right, title and interest in and to the trademark depicted in the "MARK" column of the chart below (hereinafter the "Mark"), as well as the corresponding below-referenced pending trademark application at the U.S. Patent and Trademark Office (hereinafter, the "Application"):

MARK	U.S. Application Serial No.	Application Date
	771678,973	Feb. 26, 2009

WHEREAS, pursuant to that Master License, Purchase, Supply, and Distribution Agreement dated July 10, 2009 (the "Agreement"), Assignee became successor to Assignor's ongoing and existing business symbolized by the Mark and Application, including the right to take action, claim relief, and recover damages in respect of infringements occurring prior or subsequent to the Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, assigns, and transfers to Assignee, its successors and assigns, any and all of Assignor's right, title and interest in and to the Mark and Application in any and all forms in which they have been used and including any and all common law rights therein, together with the ongoing and existing business and goodwill of the portion of the business symbolized by the Mark being assigned. This Assignment expressly includes the right to sue for and collect damages for acts occurring prior to the effective date of this Assignment and thereafter.

This Assignment is effective *Nunc Pro Tunc* as of July 10, 2009.

IN WITNESS WHEREOF, Assignor has signed this instrument on the date indicated below.

For and on behalf of Health2O Products, LLC:

Date: April 21, 2010

By: 

Name: Kevin King

Title: CEO