

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Correction in the name of the assignee in a cover sheet previously recorded. Reel 004208 / Frame 0424		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Health2O Products, LLC		04/21/2010	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Evolv Health, LLC		
<b>Street Address:</b>	13455 Noel Road		
<b>Internal Address:</b>	23rd Floor		
<b>City:</b>	Dallas		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75240		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77678973	EVO2LV	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(843)534-4269		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	843-720-4302		
<b>Email:</b>	ip@nelsonmullins.com		
<b>Correspondent Name:</b>	John C. McElwaine		
<b>Address Line 1:</b>	100 North Tryon Street		
<b>Address Line 2:</b>	42nd Floor, IP Department		
<b>Address Line 4:</b>	Charlotte, NORTH CAROLINA 28202		
<b>NAME OF SUBMITTER:</b>	John C. McElwaine		
<b>Signature:</b>	/John C. McElwaine/		

OP \$40.00 77678973

**900162570**

**TRADEMARK  
 REEL: 004209 FRAME: 0083**

Date:

05/19/2010

**Total Attachments: 6**

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TO: JOHN C. MCELWAIN COMPANY:100 NORTH TRYON STREET

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
Stylesheet Version v1.105/18/2010  
900162508

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

OP \$40.00 77678973

TRADEMARK  
REEL: 004209 FRAME: 0085

TO: JOHN C. MCELWAIN COMPANY: 100 NORTH TRYON STREET


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