

## 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
	Mark Faulkner		02/27/2012
	Brian O'Neill		02/23/2012
	John Lewis		01/27/2012
RECEIVING PARTY DATA			
Name:	ProMera Health, LLC		
Street Address:	61 Accord Park Drive		
City:	Norwell		
State/Country:	MASSACHUSETTS		
Postal Code:	02061		
Entity Type:	LIMITED LIABILITY COMPANY: MASSACHUSETTS		
PROPERTY NUMBERS Total: 1			
	Property Type	Number	Word Mark
	Registration Number:	3384467	PROMERA HEALTH LLC THE SCIENCE OF STRENGTH AND WELLNESS
CORRESPONDENCE DATA			
Fax Number:	(310)543-9850		
Phone:	(310) 543-1240		
Email:	ainoue@artianolaw.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	K. Anne Inoue, Esq.		
Address Line 1:	3828 W Carson Street Suite 102		
Address Line 4:	Torrance, CALIFORNIA 90503		
ATTORNEY DOCKET NUMBER:	PROMERA/TM		
NAME OF SUBMITTER:	K. Anne Inoue		

OP \$40.00 3384467

Signature:	/kanneinoueesq/
Date:	02/28/2012
<b>Total Attachments: 8</b> source=Trademark Assignment Agreement 2012-0228-02282012101316#page1.tif source=Trademark Assignment Agreement 2012-0228-02282012101316#page2.tif source=Trademark Assignment Agreement 2012-0228-02282012101316#page3.tif source=Trademark Assignment Agreement 2012-0228-02282012101316#page4.tif source=Trademark Assignment Agreement 2012-0228-02282012101316#page5.tif source=Trademark Assignment Agreement 2012-0228-02282012101316#page6.tif source=Trademark Assignment Agreement 2012-0228-02282012101316#page7.tif source=Trademark Assignment Agreement 2012-0228-02282012101316#page8.tif	

## TRADEMARK ASSIGNMENT AGREEMENT

This Assignment Agreement ("Agreement") is entered into by and among Mark Faulkner ("Faulkner"), a United States citizen whose address is 305 Williams Avenue, Madison, TN 37115, Brian O'Neill ("O'Neill"), a United States citizen whose address is 107 Williams Ave. De Franklen TN 37108, and John Lewis ("Lewis"), a United States citizen whose address is 61 Accord Park Drive, Norwell, MA 02061, and ProMera Health, LLC, a Massachusetts limited liability company ("ProMera"), with its principal place of business located at 61 Accord Park Drive, Norwell, MA 02061, effective as of January 27, 2012, and based on the following facts:

### RECITALS

- A. Faulkner, O'Neill and Lewis jointly are the owners of the following trademarks registered with the USPTO:
- I. PROMERA HEALTH LLC THE SCIENCE OF STRENGTH AND WELLNESS and Design ("Trademark")
    - i. Registration Number 3384467
    - ii. Registered on February 19, 2008
- B. The intellectual property rights belong to, and have always belonged to, ProMera, as the application should have been done in ProMera's name. They desire to correct this by assigning their rights to ProMera.

**NOW THEREFORE**, for valuable considerations described herein, the parties agree as follows:

1. **ASSIGNMENT/TRANSFER OF TRADEMARKS:** Faulkner, O'Neill and Lewis (collectively "Registrants") hereby grant, convey, transfer and assign to ProMera, all right, title and interest throughout the world in and to the Trademark, together with the goodwill symbolized by the Trademark and its registration and application thereof.
  - 1.1. **Documents:** Concurrently with execution of this Agreement, Faulkner shall deliver to ProMera the following documents: Original Certificate of Registration issued by the USPTO for the Trademark.
  - 1.2. **Acknowledgment of Rights:** Registrants hereby acknowledge that the rights formally granted herein have always belonged to ProMera and that the application to register the Trademark should have been done in ProMera's name.
2. **Further Documents:** The parties agree to execute any and all additional documents which may become necessary to effectuate the terms of this Agreement.

3. **Cooperation:** Registrants agree to cooperate with ProMera to the extent reasonably requested in order to carry out the purpose and intent of this Agreement, including but not limited to, executing declarations pertaining to the use of the Trademark.
4. **No Adverse Action or Claim:** There has been no final decision, ruling or order adverse to the Registrants' claim of ownership of the Trademark, or to the Registrants' right to register or maintain the trademark registrations with the USPTO. There is currently no proceeding, and has never been any proceeding, involving the Registrants' rights to the Trademark in any court or with the USPTO. None of the Registrants has ever received, either orally or in writing, and is aware of, any adverse claim to the Trademark.
  - 4.1. **No Knowledge of Adverse Mark:** None of the Registrants has any knowledge of any trademark or service mark which may be adverse to, or which is or may be confusingly similar to, any of the Trademark, other than those already owned by ProMera. Registrants have been diligent in protecting, and have taken actions if necessary to protect, all right, title and interest in any of the Trademark.
  - 4.2. **No Prior Assignments:** None of the Registrants has ever assigned the rights and interests in the Trademark to any person or entity, in part or in entirety.
  - 4.3. **No Liens/Encumbrances:** Registrants have not consented to, and are not aware of, any liens or encumbrances, whether or not properly recorded, against the Trademark.
5. **INDEMNIFICATION:** Registrants, jointly and severally, shall indemnify and hold ProMera harmless from any and all liabilities from claims, losses, damages, or injuries to ProMera, resulting from any breach of this Agreement, including any and all costs of defense.
6. **GENERAL PROVISIONS**
  - 6.1. **Entire Agreement:** This Agreement represents the entire agreement of the parties with respect to its subject matter, and all agreements, oral or written, other than those referenced herein, entered into prior to this Agreement are revoked and superseded by this Agreement.
  - 6.2. **No Oral Modification:** This Agreement may not be changed or modified, except by a writing, signed by all parties hereto, and any attempt at oral modification of this Agreement shall be void and of no effect.
  - 6.3. **No Waiver:** The failure of any party to enforce or exercise any right hereunder, or to insist upon compliance with any term or condition hereof, shall not constitute a waiver of any such right or preclude enforcement, exercise or insistence upon compliance in the future.

- 6.4. **Governing Law:** This Agreement and any documents herein incorporated shall be construed in accordance with and shall be governed by the laws and regulations of the United States and/or State of Massachusetts.
- 6.5. **Attorneys' Fees:** In the event that a party incurs legal expenses in enforcing the terms of this Agreement, the prevailing party shall be entitled to recover actual attorneys' fees and costs incurred, including costs of experts and investigation.
- 6.6. **Severability:** If any term, provision, condition or clause of this Agreement shall, for any reason, be held invalid or unenforceable, then such term, provision, agreement, or clause shall be deemed severed from the remaining terms of this Agreement and shall in no way affect the validity or enforceability of the other provisions of this Agreement.
- 6.7. **Counterparts:** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
- 6.8. **Successor in Interest:** All provisions of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by and against the respective successors and assigns of any of the parties to this agreement.
- 6.9. **Headings:** Headings contained in this Agreement are inserted only as a matter of convenience and in no way define, limit, extend or describe the scope of this Agreement or any provision hereof.
- 6.10. **Opportunity to Consult with Legal Counsel:** Each party acknowledges that he/it has read and understands this Agreement and each and every provision hereof, has consulted with independent counsel of his/its choice regarding this Agreement and the terms and conditions hereof and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply to the interpretation of this Agreement.

Dated: 2/17, 2012



Mark Faulkner

Dated: \_\_\_\_\_, 2012


.....  
Brian O'Neill

- 6.4. **Governing Law:** This Agreement and any documents herein incorporated shall be construed in accordance with and shall be governed by the laws and regulations of the United States and/or State of Massachusetts.
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Dated: \_\_\_\_\_, 2012

\_\_\_\_\_  
Mark Faulkner

Dated: 2/23, 2012

  
\_\_\_\_\_  
Brian O'Neill

Dated: 1-27, 2012

  
\_\_\_\_\_  
John Lewis

Dated: 1-27-, 2012

ProMera Health, LLC, a Massachusetts limited liability company

By:   
\_\_\_\_\_  
John Lewis, Manager

CERTIFICATES OF ACKNOWLEDGMENT

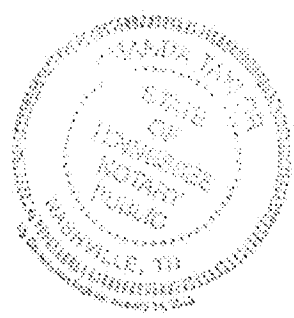
STATE OF TN )  
COUNTY OF Robertson ) SS

On Feb. 17<sup>th</sup>, 2012, before me, Amanda Taylor, a Notary Public in and for said State, personally appeared **Mark Faulkner** who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged that he executed the same his authorized capacities, and that by his signatures on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under penalty of perjury under the laws of the State of TN that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Amanda Taylor



STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS

On \_\_\_\_\_, 2012, before me, \_\_\_\_\_, a Notary Public in and for said State, personally appeared **Brian O'Neill** who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged that he executed the same his authorized capacity, and that by his signatures on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under penalty of perjury under the laws of the State of \_\_\_\_\_ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_



CERTIFICATES OF ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, 2012, before me, \_\_\_\_\_, a Notary Public in and for said State, personally appeared **Mark Faulkner** who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged that he executed the same his authorized capacities, and that by his signatures on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under penalty of perjury under the laws of the State of \_\_\_\_\_ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

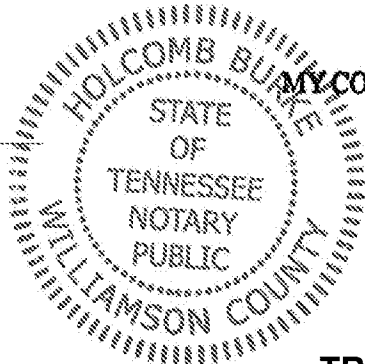
STATE OF Tennessee )  
 ) SS  
COUNTY OF Williamson )

On Feb. 23, 2012, before me, Holcomb Burke, a Notary Public in and for said State, personally appeared **Brian O'Neill** who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged that he executed the same his authorized capacity, and that by his signatures on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under penalty of perjury under the laws of the State of Tennessee that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Handwritten Signature]



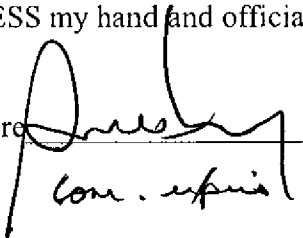
MY COMMISSION EXPIRES JUNE 3, 2015

STATE OF MA)  
COUNTY OF Plymouth) SS

On 1/27, 2012, before me, PETER L. MAY,  
a Notary Public in and for said State, personally appeared **John Lewis** who proved to me  
on the basis of satisfactory evidence to be the persons whose names are subscribed to the  
within instrument and acknowledged that he executed the same his authorized capacity,  
and that by his signatures on the instrument the person, or the entity upon behalf of which  
the person acted, executed the instrument.

I certify under penalty of perjury under the laws of the State of MASSACHUSETTS  
that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature   
Com. expires 4/13/12