## 900261142 07/19/2013

## 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
Warm Health, Inc.		07/18/2013	CORPORATION: MINNESOTA

#### RECEIVING PARTY DATA

Name:	Altegra Health, Inc.
Street Address:	14261 Commerce Way
City:	Miami Lakes
State/Country:	FLORIDA
Postal Code:	33016
Entity Type:	CORPORATION: DELAWARE

## PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3538411	WARM HEALTH

#### CORRESPONDENCE DATA

Fax Number: 8666876019

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US

Mail.

Phone: 4802704926

Email: mwright@wrightlawgroup.com

Correspondent Name: Mark F. Wright

Address Line 1: 1959 South Power Road, Suite 103-376

Address Line 4: Mesa, ARIZONA 85206

ATTORNEY DOCKET NUMBER:	WARM HEALTH
NAME OF SUBMITTER:	Mark F. Wright
Signature:	/Mark F. Wright/
Date:	07/19/2013

Total Attachments: 3

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# ASSIGNMENT OF TRADEMARK

WHEREAS Warm Health, Inc., a Minnesota Corporation, (hereinafter "Assignor") has adopted and used and is currently the owner of record at the United States Patent and Trademark Office for the trademark set forth in Exhibit A "THE WARM HEALTH TRADEMARK" (hereinafter the "Mark"), and

WHEREAS Altegra Health Inc., a Delaware corporation, (hereinafter "Assignee") is desirous of acquiring any and all rights that Assignor may have in and to the Mark and the registrations therefore, together with any common law rights and the goodwill of the business in connection with which the Mark is used and which is symbolized by the Mark, along with the right to recover for damages and profits for past infringements thereof;

WHEREAS Assignor further agrees to execute and deliver at the reasonable request of Assignee, all papers, instruments and assignments, and to perform any other reasonable acts Assignee may require in order to vest all of Assignor's rights, title, and interest in and to the Mark in Assignee and/or to provide evidence to support any of the foregoing in the event such evidence is deemed reasonably necessary by Assignee, to the extent such evidence is in the possession or control of Assignor;

WHEREAS Assignee acknowledges that Assignor transfers the Mark to Assignee "as-is" and "where-is" and that Assignor makes no representations and warranties regarding the value of the Mark, the validity of the Mark, or enforceability of the registrations therefore;

WHEREAS Assignee further acknowledges that Assignee shall be solely responsible for all fees, costs, and expenses associated with the assignment of the Mark from Assignor to Assignee;

NOW, THEREFORE, for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, Assignor does hereby assign unto Assignee all right, title and interest in and to the Mark for the United States and throughout the world together with any common law rights and the goodwill of the business in connection with which the Mark is used and which is symbolized by the Mark, along with the right to recover for damages and profits for past infringements thereof, if any.

FOR ASSIGNOR:

Lion C banet

Signature

CO1/18/13

Date

Date

Date

Desired Name and Title

## **EXHIBIT A**

## THE WARM HEALTH TRADEMARK

Trademark	Serial Number	Registration Number
WARM HEALTH	77/377,478	3,538,411

TRADEMARK REEL: 005074 FRAME: 0400

**RECORDED: 07/19/2013**