

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Sanare, LLC		08/05/2013	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	LiveWell Holdings, LLC
<b>Street Address:</b>	3660 Enterprise Way
<b>City:</b>	Miramar
<b>State/Country:</b>	FLORIDA
<b>Postal Code:</b>	33025
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 7**

Property Type	Number	Word Mark
Registration Number:	4330763	
Registration Number:	4195509	BRIGHTSKY
Serial Number:	85781847	DEFY DIABETES
Serial Number:	85753357	GLUCOBINGO
Serial Number:	85825795	GLUCO BINGO
Serial Number:	85837967	MASTERING DIABETES FOR LIFE
Serial Number:	85684384	YOUR DIABETES CONNECTION

**CORRESPONDENCE DATA**

Fax Number:  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 954-768-8298  
 Email: robbinsm@gtlaw.com  
 Correspondent Name: Matthew Robbins  
 Address Line 1: 401 East Las Olas Boulevard

OP \$190.00 4330763

Address Line 2: Suite 2000 - c/o Greenberg Traurig  
Address Line 4: Fort Lauderdale, FLORIDA 33301

ATTORNEY DOCKET NUMBER:	134374.011600
NAME OF SUBMITTER:	Matthew Robbins
Signature:	/Matthew Robbins/
Date:	08/09/2013

**Total Attachments: 6**

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## TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (the "Agreement") made this 5th day of August, 2013 (the "Effective Date") by and between by and between LiveWell Holdings, LLC, a Delaware limited liability company ("Assignee"), and Sanare, LLC, a Delaware limited liability company ("Assignor") (hereinafter referred to collectively as the "Parties" and individually as a "Party").

WHEREAS, Assignor is the owner of all rights, title and interest in and to the trademarks registered in the United States Patent and Trademark Office, and common law trademarks and service marks (collectively the "Marks") as listed on Schedule A hereto;

WHEREAS, Assignor and Assignee have agreed that Assignor shall sell, transfer, assign and set over unto Assignee, and Assignee shall accept, all rights, title and interest in and to the Marks as specified in this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the Parties, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

(1) Assignor hereby sells, transfers, assigns and sets over to Assignee, Assignor's entire right, title and interest (for all countries) in and to the Marks, and all the rights and privileges under any Marks that may be granted therefor, together with the goodwill of the business associated with the Marks; and all applications for industrial property protection, including without limitation, all applications for Marks which may hereafter be filed for said Marks in any country or countries, together with the right to file such applications and the right to claim for the same the priority rights derived from the Marks under the laws of the United States, or any international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and all applications for industrial property protection, including, without limitation, all applications for marks which may hereafter be filed for said Marks in any country or countries, together with the right to file such applications; and all forms of industrial property protection, which may be granted for said Marks in any country or countries.

(2) Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and any official of any country or countries foreign to the United States, whose duty is to issue Marks or other evidence or forms of industrial property on applications as aforesaid, to issue the same to Assignee, its successors, assigns and legal representatives, or to such nominees as it may designate.

(3) Assignor agrees that, at any time, upon the request of the Assignee, Assignor will execute and deliver all papers, take all rightful oaths, and do all acts which may be necessary or desirable to secure and maintain protection on the Marks throughout all countries of the world and for vesting title thereto in Assignee, its successors, assigns and legal representatives or nominees, and otherwise to do the necessary to give full effect to and to perfect the rights of the Assignee under this Agreement, including the execution, delivery and procurement of any and all further documents evidencing this Agreement, transfer and sale as may be necessary or desirable.

(4) Assignor hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Agreement.

(5) Assignor further covenants that at any time, upon the request of the Assignee, Assignee will be provided promptly with all pertinent facts and documents relating to the Marks and legal equivalents as may be known and accessible to Assignor and will testify as to the same in any interference, litigation or proceeding related thereto and will promptly execute and deliver to Assignee, its successors, assigns and legal representatives or nominees, any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said Marks and said equivalents thereof which may be necessary or desirable to carry out the purposes thereof.

(6) Assignor authorizes and empowers Assignee, its successors, assigns and legal representatives or nominees, to invoke and claim for any application for trademark, service mark or other form of protection for the Marks, the benefit of the right of priority provided by the laws of any country or countries, or by any convention which may henceforth be substituted for it, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable, and to invoke and claim such right of priority without further written or oral authorization from Assignor.

(7) Except to the extent that the laws of the jurisdiction of organization of any party hereto, or any other jurisdiction, are mandatorily applicable to matters arising under or in connection with this Agreement, this Agreement shall be governed by the laws of the State of Florida, without regard to principles of conflicts of laws.

(8) This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF the parties to this Agreement, intending to be legally bound, have caused this Agreement to be duly executed as of the Effective Date.

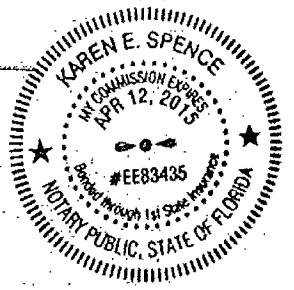
ASSIGNOR - SANARE, LLC

By: [Signature]  
Name: TIMOTHY HARGARTEN  
Title: CHIEF EXECUTIVE OFFICER

State of Florida )  
County of Broward ) ss.:

On this, the 5th day of August, 2013, before me a notary public, the undersigned officer, personally appeared Timothy HARGARTEN (known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained

[Signature]  
Notary Public  
Notary Registration No. EE83435  
My Commission expires: 4/12/15



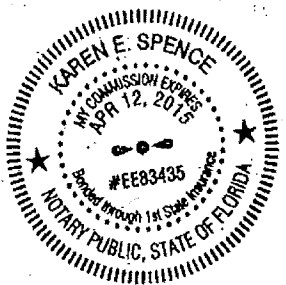
ASSIGNEE - LIVEWELL HOLDINGS, LLC

By: [Signature]  
Name: Edward Letko  
Title: Vice President

State of Florida )  
County of Broward ) ss.:

On this, the 5th day of August, 2013, before me a notary public, the undersigned officer, personally appeared Edward Letko, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained

[Signature]  
Notary Public  
Notary Registration No. EE83435  
My Commission expires: 4/12/15





[Trademark Assignment Agreement]

## SCHEDULE A

The trademarks include all right, title and interest in and to the trademarks listed below including common law rights, registrations and applications in the United States Patent and Trademark Office, foreign trademarks and applications, and the goodwill associated with the trademarks.

BrightSky/Sanare LLC Trademarks  
as of June 20, 2013

Trademark	Owner	Status	Substatus	Application No.	Application Date	Registration No.	Registration Date	Class / Description
	BRIGHTSKY	Registered		85/652,874	May-23-2012	4330763	May-7-2013	5 Diabetic preparations and supplies, namely, diabetic foods adapted for medical purposes, diabetic beverages adapted for medical purposes, test strips for measuring blood glucose levels, insulin, insulin syringes and injectors sold filled with insulin, pharmaceutical preparations for the treatment of diabetes 10 Diagnostic medical devices, namely, blood glucose meters and lancing devices and lancets; diabetic treatment tools, namely, medical test kits for diabetes monitoring for home use, insulin syringes and injectors sold empty, diabetic pumps, namely, insulin pumps 44 providing medical clinics and health care services to others; providing health and medical care consultation services to others; providing health care information to others via computer 45 online services, namely, social networking sites in the field of diabetes and health care
BRIGHTSKY	Sanare, LLC	Registered		85/289,640	Apr-7-2011	4,195,509	Aug-21-2012	5 Diabetic preparations and supplies, namely, diabetic foods adapted for medical purposes, diabetic beverages adapted for medical purposes, test strips for measuring blood glucose levels, insulin, insulin syringes and injectors sold filled with insulin
DEFY DIABETES	Sanare, LLC	Pending	Published	85781847	Nov-16-2012			41 education, training and promoting awareness of diabetes, diabetes diagnosis and diabetes treatment
GLUCOBINGO	Sanare, LLC	Pending	Allowed	85753357	Oct-12-2012			9 interactive computer application software for mobile phones, handheld computers and desktops, namely, software for playing a computer game featuring information about diabetes 41 Entertainment services, namely, downloadable application featuring technology enabling users to play a computer game featuring information about diabetes
	Sanare, LLC	Pending	Published	85825795	Jan-17-2013			

Trademark	Owner	Status	Substatus	Application No.	Application Date	Registration No.	Registration Date	Class / Description
MASTERING DIABETES FOR LIFE	Sanare, LLC	Pending	Published	85837967	Jan-31-2013			41 Educational services, namely, conducting classes, seminars and workshops in the fields of diabetes care, management and treatment; education services, namely, providing webinars and telephone conferences in the fields of diabetes care, management and treatment
YOUR DIABETES CONNECTION	Sanare, LLC	Pending	Published	857684384	Jul-23-2012			5 Diabetic preparations and supplies, namely, diabetic foods adapted for medical purposes, diabetic beverages adapted for medical purposes, test strips for measuring blood glucose levels, insulin, insulin syringes and injectors sold filled with insulin, pharmaceutical preparations for the treatment of diabetes 10 Diagnostic medical devices, namely, blood glucose meters and lancet devices and lancets; diabetic treatment tools, namely, medical test kits for diabetes monitoring for home use, insulin syringes and injectors sold empty; diabetic pumps, namely, insulin pumps