

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
WELLNESS CORPORATION		10/25/2013	CORPORATION: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	E4 WELLNESS, INC		
Street Address:	105 Decker Ct. Suite 475		
City:	Irving		
State/Country:	TEXAS		
Postal Code:	75062		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4031009	WELLCONNECT	
CORRESPONDENCE DATA			
Fax Number:	2124466460		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2124464800		
Email:	hayley.smith@kirkland.com		
Correspondent Name:	Hayley Smith, Senior Legal Assistant		
Address Line 1:	Kirkland & Ellis LLP		
Address Line 2:	601 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	E4 WELLNESS (HS)		
NAME OF SUBMITTER:	Hayley Smith		
Signature:	//Hayley Smith//		

CH \$40.00 4031009

Date:

11/26/2013

Total Attachments: 5

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of October 25, 2013 ("Effective Date") by and between **WELLNESS CORPORATION**, a Massachusetts corporation ("Assignor") and **E4 WELLNESS, INC.**, a Delaware corporation ("Assignee").

WHEREAS, Assignor is the sole and exclusive owner of the entire right, title and interest in and to the trademark applications and registrations set forth on Schedule A (the "Marks");

WHEREAS, Assignor, Assignee and certain other parties entered into that certain Asset Purchase Agreement (the "Purchase Agreement") dated as of October 25, 2013; and

WHEREAS, in connection with the Purchase Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, all right, title and interest in and to the Marks, together with the goodwill associated with the Marks and that portion of the business related thereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers, conveys, and delivers to Assignee, free and clear of any and all liens and encumbrances, the entire right, title and interest in, to and under the Marks, together with the goodwill of the business associated therewith, for the United States and for all foreign countries, including, without limitation, all common law rights associated therewith, any registrations that issue from the Marks, any renewals and extensions of such registrations and all corresponding rights that are or may be secured under the laws of the United States or any foreign country or multi-national registration body, now or hereafter arising or in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all rights to collect royalties, products and proceeds in connection with any of the foregoing and all rights to sue for past, present or future infringement, misappropriation, unfair competition, dilution or other violation of the foregoing, and all rights to recover damages or lost profits in connection therewith, and all rights corresponding thereto throughout the world.

Assignor hereby requests the United States Commissioner of Patents and Trademarks to record Assignee as the assignee and owner of the Marks.

This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than the state of Delaware.

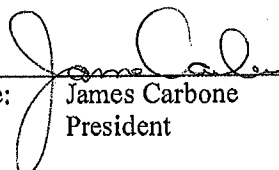
This Assignment may be signed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**[END OF PAGE]
[SIGNATURE PAGE FOLLOWS]**

SIGNATURE PAGE TO TRADEMARK ASSIGNMENT

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

WELLNESS CORPORATION

By: 
Name: James Carbone
Title: President

E4 WELLNESS, INC.

By: _____
Name: William H. Mulcahy
Title: Chief Executive Officer

SIGNATURE PAGE TO TRADEMARK ASSIGNMENT

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

WELLNESS CORPORATION

By: _____
Name: James Carbone
Title: President

E4 WELLNESS, INC.

By: William H. Mulcahy
Name: William H. Mulcahy
Title: Chief Executive Officer

**SCHEDULE A TO
TRADEMARK ASSIGNMENT**

Trademark	Registration Number
WellConnect	4,031,009
Wellness Worklife	Unregistered