

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM313262

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Stayhealthy, Inc.		08/04/2014	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	higi SH LLC		
<b>Street Address:</b>	350 N. ORLEANS ST.		
<b>Internal Address:</b>	10TH FLOOR		
<b>City:</b>	CHICAGO		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60654		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 10</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3012663	CT1	
<b>Registration Number:</b>	3007097	RT3	
<b>Registration Number:</b>	2963787	BC1	
<b>Registration Number:</b>	3019240	RT3	
<b>Registration Number:</b>	3527614	STAYHEALTHY	
<b>Registration Number:</b>	3527615	STAYHEALTHY	
<b>Registration Number:</b>	3527616	STAYHEALTHY.COM	
<b>Serial Number:</b>	86270150	SAM	
<b>Serial Number:</b>	86270205	SLIM	
<b>Serial Number:</b>	86329888	RT6	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	3124565202		
<b>Email:</b>	MERLOK@GTLAW.COM		
<b>Correspondent Name:</b>	HOWARD E. SILVERMAN		
<b>Address Line 1:</b>	77 WEST WACKER DRIVE, SUITE 3100		
<b>Address Line 2:</b>	GREENBERG TRAUIG, LLP		
<b>Address Line 4:</b>	CHICAGO, ILLINOIS 60601		
		<b>TRADEMARK</b>	

CH \$265.00 3012663

<b>ATTORNEY DOCKET NUMBER:</b>	140467.010600
<b>NAME OF SUBMITTER:</b>	HOWARD E. SILVERMAN
<b>SIGNATURE:</b>	/s/ Howard E. Silverman
<b>DATE SIGNED:</b>	08/07/2014

**Total Attachments: 5**

source=08.04.14 TM Assignment Agmt Stayhealthy and high SH#page1.tif  
source=08.04.14 TM Assignment Agmt Stayhealthy and high SH#page2.tif  
source=08.04.14 TM Assignment Agmt Stayhealthy and high SH#page3.tif  
source=08.04.14 TM Assignment Agmt Stayhealthy and high SH#page4.tif  
source=08.04.14 TM Assignment Agmt Stayhealthy and high SH#page5.tif

## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement, dated as of August 4, 2014, is entered into by and between Stayhealthy, Inc., a Delaware corporation (“*Assignor*”), and high SH LLC, a Delaware limited liability company (“*Assignee*”).

### RECITALS

WHEREAS, Assignor is the owner of the entire right, title, interest and goodwill in and to all of its trademarks, either registered, pending or at common law, including, without limitation, the trademarks identified on Schedule A attached hereto (collectively, the “*Trademarks*”);

WHEREAS, Assignee is desirous of acquiring the Trademarks; and

WHEREAS, Assignee desires to acquire the Trademarks and Assignor desires to contribute the Trademarks to Assignee pursuant to that certain Contribution Agreement, dated as of July 11, 2014, among high llc, a Delaware limited liability company, Assignor, high SH holdings LLC, a Delaware limited liability company, and Assignee.

### ASSIGNMENT

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency and receipt of which are hereby acknowledged, Assignor hereby assigns, transfers and conveys to Assignee, Assignor’s entire worldwide right, title and interest in and to, including any and all common law rights thereto, as well as the goodwill of the business symbolized by, the Trademarks, free and clear of liens or encumbrances, as well as any related trademark registrations, trade names, service marks, and/or trademark applications; together with all renewals thereof; all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof; and any and all United States and/or foreign trademark (or service mark) registrations which may be issued on same in the future.

Together with Assignor’s worldwide right, title and interest in and to each of the Trademarks, as well as the goodwill of the business associated with said Trademarks being assigned to Assignee, are the rights to police, monitor and enforce said Trademarks against any and all past, current and future infringements (including, without limitation, the right to sue for and collect damages caused by any such infringement) which may have occurred at any time in the unlimited past, up to the date of this present Trademark Assignment Agreement, together with any and all further privileges in the United States and throughout the world to establish use, ownership, and registration of the Trademarks.

Assignor hereby covenants and warrants that, with respect to each Trademark, it has the full right to convey its above-described right, title, interest and goodwill by this instrument, free of any encumbrances. Assignor further covenants and warrants that no other agreement has been or will be executed in conflict herewith.

Assignor further authorizes the Commissioner of Patents and Trademarks of the United States, and the appropriate official in any other country, to issue any and all trademark and service mark registrations, amended registrations and renewals that have been or may be granted upon any application or petition for same, to Assignee, and Assignee’s successors and/or assigns.

Assignor hereby grants to the designated attorneys of Assignee, the authority and power to insert on this instrument, any further identification which may be necessary or desirable for purposes of recordation by the United States Patent and Trademark Office or the Trademark Office of any other country throughout the world.

This Trademark Assignment Agreement constitutes the entire agreement and supersedes all prior agreements between the parties to the extent pertaining to the transfer of the Trademarks, and shall be deemed binding upon the parties, their heirs, legal representatives and successors.

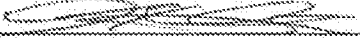
This Trademark Assignment Agreement may be executed in one or more counterparts (including by means of facsimile or "pdf" attachment to e-mail), each of which when executed shall be deemed to be an original, but all of which together shall constitute one and the same instrument. This Trademark Assignment Agreement shall be governed by and construed in accordance with the laws of the State of Delaware.

*(Signature page follows)*

IN WITNESS WHEREOF, the parties have executed this Trademark Assignment Agreement as of the first date set forth above.

**ASSIGNOR:**

STAYHEALTHY, INC.

By: 

Name: John Collins

Title: President and Chief Executive Officer

**ASSIGNEE:**

HIGI SH LLC

By: \_\_\_\_\_

Name: Jeffrey G. Bennett

Title: Chief Executive Officer

IN WITNESS WHEREOF, the parties have executed this Trademark Assignment Agreement as of the first date set forth above.

**ASSIGNOR:**

STAYHEALTHY, INC.


By: \_\_\_\_\_

Name: John Collins

Title: President and Chief Executive Officer

**ASSIGNEE:**

HIGH SH LLC

By:  \_\_\_\_\_

Name: Jeffrey G. Bennett

Title: Chief Executive Officer

Schedule A

U.S. Trademarks

<b>Serial Number</b>	<b>Reg Number</b>	<b>Mark</b>
76/588,588	3,012,663	CT1
76/588,589	3,007,097	RT3
76/588,590	2,963,787	BC1
76/588,592	3,019,240	Housing Configuration (RT3)
78/902,605	3,527,614	Stayhealthy
78/902,654	3,527,615	Stayhealthy.com (Logo)
78/903,893	3,527,616	Stayhealthy.com (Logo)
86/270,150		SAM
86/270,205		SLIM
86/329,888		RT6