

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM313261

<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>
higi llc		08/04/2014	LIMITED LIABILITY COMPANY: 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: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4429275	HIGI	
<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>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		
<b>Total Attachments: 4</b>			
source=08.04.14 TM Assignment Agmt higilc and higishllc#page1.tif			
source=08.04.14 TM Assignment Agmt higilc and higishllc#page2.tif			
source=08.04.14 TM Assignment Agmt higilc and higishllc#page3.tif			

CH \$40.00 4429275

TRADEMARK



## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement, dated as of August 4, 2014, is entered into by and between high llc, a Delaware limited liability company (“*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 trademark identified on Schedule A attached hereto (collectively, the “*Trademark*”);

WHEREAS, Assignee is desirous of acquiring the Trademark; and

WHEREAS, Assignee desires to acquire the Trademark and Assignor desires to contribute the Trademark to Assignee pursuant to that certain Contribution Agreement, dated as of July 11, 2014, among Assignor, Stayhealthy, Inc., a Delaware corporation, 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 Trademark, 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 the Trademark, as well as the goodwill of the business associated with said Trademark being assigned to Assignee, are the rights to police, monitor and enforce said Trademark 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 Trademark.

Assignor hereby covenants and warrants that, with respect to the 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 Trademark, 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:

HIGI LLC

By: 

Name: Jeffrey G. Bennett

Title: Chief Executive Officer

ASSIGNEE:

HIGI SH LLC

By: 

Name: Jeffrey G. Bennett

Title: Chief Executive Officer

TRADEMARK

REEL: 005338 FRAME: 0909

Schedule A

<b>Serial Number</b>	<b>Reg Number</b>	<b>Mark</b>	<b>Owner of Record</b>	<b>Country</b>
85440587	4429275	higi	higi llc	US
	10137841	higi	higi llc	China
1221347	1336884	HIGI	higi llc	Mexico
1221350	1336885	HIGI	higi llc	Mexico
1221343	1273121	higi	higi llc	Mexico
1221344	1273122	higi	higi llc	Mexico
1221349	1273607	higi	higi llc	Mexico
1221346	1314346	higi	higi llc	Mexico
1221351	1348214	higi	higi llc	Mexico
010353142 <sup>1</sup>		higi	higi llc	EU

---

<sup>1</sup> Currently a trademark application pending Notice of Opposition filed by Fundació Hospital de Sant Pau i Santa Tecla. A settlement agreement in connection with said Notice of Opposition is being negotiated.