

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM323491

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Annuvia		05/03/2013	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	New Annuvia Company, LLC		
Street Address:	1725 Clay Street		
Internal Address:	Suite 100		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94109		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3793744	ANNUVIA	
Registration Number:	3985195	ARCH BE THERE.	
Registration Number:	4105159	ITRAIN	
CORRESPONDENCE DATA			
Fax Number:	2149813400		
<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>			
Phone:	214-981-3483		
Email:	dclark@sidley.com		
Correspondent Name:	Dusan Clark, Esq.		
Address Line 1:	Sidley Austin LLP		
Address Line 2:	2001 Ross Avenue, Suite 3600		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	55954-10070		
NAME OF SUBMITTER:	Dusan Clark		
SIGNATURE:	/Dusan Clark/		
DATE SIGNED:	11/18/2014		
Total Attachments: 6			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (the "Assignment"), dated as of May 3, 2013, is by and between Annuvia, a California corporation, with its principal place of business located at 1725 Clay Street, Suite 100, San Francisco, California ("Assignor"), to New Annuvia Company, LLC, a Delaware limited liability company, with its principal place of business located at 1725 Clay Street, Suite 100, San Francisco, California ("Assignee").

WHEREAS, Assignor is the owner of certain intellectual property listed on the attached Schedules A (the "Assigned IP");

WHEREAS, Assignor and Assignee have entered into an Asset Purchase Agreement, dated as of the date hereof, (the "Purchase Agreement") pursuant to which Assignor is contributing certain assets to Assignee, including the Assigned IP; and

WHEREAS, pursuant to the Purchase Agreement, the Assignee has acquired all right, title and interest in and to the Assigned IP, including any and all goodwill of the business associated with the use of, and symbolized by the Assigned IP, and the parties wish to record such acquisition in the respective Patent and Trademark Offices and Copyright Offices.

NOW, THEREFORE, for the foregoing recited consideration and other good and valuable consideration paid by the Assignee to the Assignor, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment of Trademarks. Effective as of the date hereof, and pursuant to the Purchase Agreement, Assignor sells, assigns, transfers and conveys to Assignee and Assignee accepts all right, title and interest of Assignor in and to (i) the trademarks and trademark applications set forth in Schedule A hereto, together with the goodwill of the business symbolized thereby; (ii) all renewals and extensions of any such application, registration and filing; (iii) all licenses for the use of the trademarks; (iv) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (v) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; (vi) all rights corresponding to any of the foregoing throughout the world; and (vii) the right to assign the rights conveyed herein, the same to be held and enjoyed by Assignee for its own use and benefit, and for the benefit of its successors, assigns, and legal representatives (the "Assigned Trademarks").
2. Assignment of Patents. Effective as of date hereof, and pursuant to the Purchase Agreement, Assignor sells, assigns, transfers and conveys and delivers to Assignee and Assignee accepts all right, title and interest of Assignor in and to (i) the patents and patent applications set forth in Schedule A hereto; (ii) all inventions and improvements described and claimed therein, and patents which may be granted from divisions, reissues, substitutions, continuations, continuations-in-part, reexaminations, foreign counterparts and extensions thereof claiming priority to the underlying said patent rights; (iii) all licenses for the use of the patents; (iv) all income, royalties, damages, claims, and

payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (v) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; (vi) all rights corresponding to any of the foregoing throughout the world; and (vii) the right to assign the rights conveyed herein, the same to be held and enjoyed by Assignee for its own use and benefit, and for the benefit of its successors, assigns, and legal representatives (the "Assigned Patents").

3. Assignment of Copyrights. Effective as of date hereof, and pursuant to the Purchase Agreement, Assignor sells, assigns, transfers and conveys and delivers to Assignee and Assignee accepts all right, title and interest of Assignor in and to (i) copyrights and copyright registrations, if applicable, set forth in Schedule A hereto, (ii) including all extensions or renewals thereof, in each case whether published or unpublished, (iii) all licenses for the use of the copyrights; (iv) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (v) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; (vi) all rights corresponding to any of the foregoing throughout the world; and (vii) the right to assign the rights conveyed herein, the same to be held and enjoyed by Assignee for its own use and benefit, and for the benefit of its successors, assigns, and legal representatives (the "Assigned Copyrights").
4. Assignment of other Intellectual Property. Effective as of date hereof, and pursuant to the Purchase Agreement, Assignor sells, assigns, transfers and conveys and delivers to Assignee and Assignee accepts all right, title and interest of Assignor in and to all other intellectual property set forth in Schedule A hereto (the "Other Intellectual Property").
5. Successors. This Assignment shall inure to the benefit of and is binding upon the respective successors and assigns of Assignor and Assignee.
6. Governing Law. This Assignment shall be governed by, and construed in accordance with (i) the laws of the United States, in respect to trademark, patent and copyright issues, and (ii) in all other respects, including as to validity (except for patent, trademark and copyright issues), interpretation and effect, by the laws of the State of Delaware without giving effect to the conflict of laws rules thereof.
7. Counterparts. This Assignment may be executed in separate counterparts, each of which is deemed to be an original and all of which taken together constitute one and the same agreement.
8. Miscellaneous. This Assignment is subject to all the terms and conditions of the Contribution Agreement. The parties intend that this Assignment is for recordation purposes only and its terms shall not modify the applicable terms and conditions of the Contribution Agreement.

ACCEPTED BY:

ASSIGNEE

NEW ANNUVIA COMPANY, LLC

By: [Signature]

Its: Vice President

Date: 02 MAY 2013

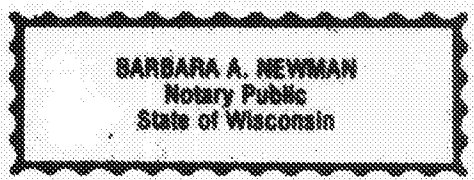
STATE OF Wisconsin)
) ss.
COUNTY OF Green)

Before me, the undersigned authority, on this 2 day of May, 2013, personally appeared Kenneth Kaupich known to me as the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, in the capacity state, and with authority to act in this assignment on behalf of the Assignee.

[Signature]
Notary Public

[Signature]
(Signature of Notary)

(Legibly Print or Stamp Name of Notary)



Schedule A – Assigned IP

(A) Annuvia's Trademarks:

- Annuvia Reg. No. 3,793,744
- Arch. Be There. Reg. No 3,985,195
- iTrain Reg. No 4,105,159
- Beacon

(B) Utility Patents

- Beacon Provisional Patent Application dated as of February 29, 2012
- Beacon Provisional Patent Application dated as of March 13, 2013

(C) Copyrights:

- All copyrighted content found on all of Annuvia's URLs
- All copyrights available on Annuvia's videos found on Annuvia's YouTube account and Annuvia's website

(D) Annuvia's Software

- All software available at www.onlineoversight.com (Arch Medical Direction and Oversight), including all sub-domains
- All software available at www.wheretogetcptraining.com
- Annuvia's enhancements to Annuvia's Customer Relationship Management account, located at www.salesforce.com

(E) Annuvia's URLs:

- www.annuvia.com
- www.anuvia.com
- <http://blog.annuvia.com>
- www.mastercpr.com
- www.onlineoversight.com including various sub-domains, such as:
superioraed.onlineoversight.com
- www.honolulucprtraining.com
- www.columbuscprtraining.com
- www.training-sales.com
- www.philipsheartstartdefibrillator.net
- www.manhattancpr.com
- www.thecprfoundation.org
- www.aedefibrillators.com
- www.wheretogetcp.com
- www.wheretogetcptraining.com
- www.onlineahatraining.com
- www.ahatrainingonline.com

(F) Annuvia's Web Presence

- Annuvia's Facebook Account
- Annuvia's Twitter Account
- Annuvia's LinkedIn Account
- Annuvia's YouTube Account
- Annuvia's Yelp Account