

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM341036

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wesley K Spencer		04/24/2015	INDIVIDUAL:
RECEIVING PARTY DATA			
Name:	Advanced Benefit Solutions, Inc.		
Street Address:	1406 N. Mitchell Street		
City:	Cadillac		
State/Country:	MICHIGAN		
Postal Code:	49601		
Entity Type:	CORPORATION: MICHIGAN		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	86494580	44NORTH	
Serial Number:	86494258	HEALTHY.ME	
CORRESPONDENCE DATA			
Fax Number:	8553061098		
<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:	231-306-1090		
Email:	dhonaman@44n.com		
Correspondent Name:	Dave Honaman		
Address Line 1:	1406 N. Mitchell Street		
Address Line 4:	Cadillac, MICHIGAN 49601		
NAME OF SUBMITTER:	Dave Honaman		
SIGNATURE:	/Dave Honaman/		
DATE SIGNED:	05/12/2015		
Total Attachments: 4			
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source=Trademark Assignment Agreement (April 2015 Signed)#page2.tif			
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OP \$65.00 86494580

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the “**Agreement**”) is entered into this 15th day of April, 2015 (the “**Effective Date**”) by and between Advanced Benefit Solutions, Inc., a corporation duly organized and existing under the laws of the State of Michigan and having its principal place of business at 1406 N. Mitchell Street, Cadillac, MI 49601 (“**Assignee**”) and Wesley Spencer, an individual, with a residential address of 2937 N. Saddle Ridge Ct. NE, Rockford, MI 49341 (“**Assignor**”).

A. WHEREAS, Assignor owns the entire right, title and interest in and to certain applications for trademark and services mark registrations, filed with the United States Trademark Office, as listed in attached Exhibit A (collectively the “**Marks**”);

B. WHEREAS Assignee desires to acquire all of Assignor’s right, title and interest, in and to the Marks together with all the goodwill of the business symbolized thereby, and Assignor desires to assign all such right, title and interest in and to the Marks to Assignee, upon the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged by Assignor, the parties agree as follows:

1. Assignor hereby conveys and assigns to Assignee, and Assignee hereby accepts from Assignor, all of Assignor’s right, title and interest in and to the Marks, together with the goodwill of the business symbolized by the Marks.

2. Assignor represents and warrants that:

(i) Assignor owns the entire right, title and interest in and to the Marks;

(ii) all registrations for the Marks are currently valid and subsisting and in full force and effect;

(iii) Assignor has not licensed the Marks to any other person or entity or granted, either expressly or impliedly, any trademark or service mark rights with respect to the Marks to any other person or entity;

(iv) there are no liens or security interests against the Marks;

(v) Assignor has all authority necessary to enter into this Agreement and the execution and delivery of this Agreement has been duly and validly authorized; and

(vi) execution of this Assignment and performance of Assignor’s obligations hereunder shall not violate or conflict with any other agreement to which Assignor is a party or provision of Assignor’s Certificate of Incorporation or By-laws.

3. At any time, at Assignee’s request, Assignor shall execute and deliver such other instruments of sale, transfer, conveyance, assignment and confirmation and take such other action, at Assignor’s expense, as Assignee may reasonably deem necessary or desirable in order to perfect or otherwise enable the transfer, conveyance and assignment to Assignee and to confirm Assignee’s title to the Marks and any and all federal and state trademark registrations thereof or applications therefore. Assignor further agrees to assist Assignee and to provide such reasonable cooperation and assistance to Assignee, at

Assignee's expense, as Assignee may reasonably deem necessary and desirable in exercising and enforcing Assignee's rights in the Marks.

4. Within 15 days of the execution of this Agreement, Assignee will pay Assignor the sum of \$10.00.

5. After the Effective Date, Assignor agrees to make no further use of the Marks or any mark confusingly similar thereto, anywhere in the world, except as may be expressly authorized by the parties in writing, and Assignor agrees to not challenge Assignee's use or ownership, or the validity, of the Marks.

6. This Agreement shall be binding on and shall inure to the benefit of the parties to this Agreement and their successors and assigns, if any.

7. Miscellaneous.

(a) This Agreement and Exhibit A constitute the entire agreement of the parties with regard to the subject matter hereof. No modifications of or additions to this Agreement shall have effect unless in writing and properly executed by both parties, making specific reference to this Agreement by date, parties, and subject matter.

(b) This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of Michigan, without regard to its conflict of laws principles, and shall be enforceable against the parties in the courts of Michigan. For such purpose, each party hereby irrevocably submits to the jurisdiction of such courts, and agrees that all claims in respect of this Agreement may be heard and determined in any of such courts.

(c) This Agreement may be signed by each party separately, in which case attachment of all of the parties' signature pages to this Agreement shall constitute a fully-executed agreement.

(d) Any provision of this Agreement that is invalid, illegal or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions of this Agreement in such jurisdiction or rendering that or any other provision of this Agreement invalid, illegal or unenforceable in any other jurisdiction.

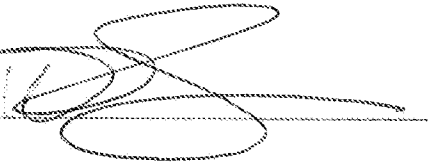
(e) Correspondence related to the Marks should be directed to:

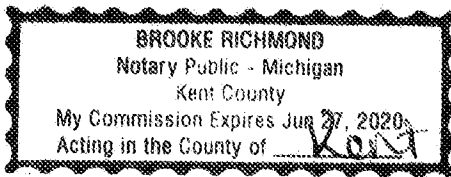
Advanced Benefit Solutions
C/O Dave Honaman
1406 North Mitchell Street
Cadillac, MI 49601
Email: dhonaman@44n.com
Phone: 855-306-1099

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed individually and/or by their respective duly authorized representatives as of the day and year above written.

ASSIGNOR

Wesley Spencer

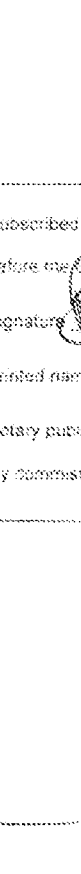
BY: 



Subscribed and sworn to by Wesley Spencer
before me on the 24th day of April, 2015
Signature Brooke Richmond
Printed name Brooke Richmond
Notary public, State of Michigan, County of Kent
My commission expires 6/27/20

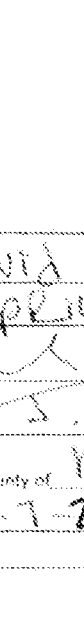
ASSIGNEE

Advanced Benefits Solutions, Inc.

By: 

Printed Name: DAVID G. HONAMAN

Title: PROVISEL & CFO

Subscribed and sworn to by DAVID G. HONAMAN
before me on the 16th day of April, 2015
Signature 
Printed name Kenneth S. Stahl
Notary public, State of Michigan, County of MacKenzie
My commission expires 11-7-2015

Handwritten notes:
Kestine
WVBC

Exhibit A

Serial No.	Mark	Filing Date
86494580	44north	January 3, 2015
86494258	health.me	January 2, 2015