

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM346785

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Salutron Incorporated		05/01/2015	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	LifeTrak Incorporated		
Street Address:	47787 Fremont Blvd		
City:	Fremont		
State/Country:	CALIFORNIA		
Postal Code:	94538		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	3143412	SMART HEALTH	
Registration Number:	4610487	LIFETRAK	
Serial Number:	86613869	MATRIX	
Serial Number:	86095192	SMART HEALTH	
Registration Number:	3600130	SMART SPORTS	
Serial Number:	86613863	ZOOM	
Serial Number:	86296766	FOLLOW YOUR HEART	
CORRESPONDENCE DATA			
Fax Number:	4154894150		
<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:	4154894100		
Email:	gbaron@vierramagen.com		
Correspondent Name:	Burt Magen		
Address Line 1:	575 Market Street, Suite 3750		
Address Line 4:	San Francisco, CALIFORNIA 94105		
ATTORNEY DOCKET NUMBER:	SALU-00000US0 TR ASSIGNS		
NAME OF SUBMITTER:	Burt Magen		
SIGNATURE:	/Burt Magen/		

OP \$190.00 3143412

DATE SIGNED:	07/02/2015
---------------------	------------

Total Attachments: 3

source=Salutron - Lifetrak Trademark Transfer Agreement 6-5-15 #page1.tif

source=Salutron - Lifetrak Trademark Transfer Agreement 6-5-15 #page2.tif

source=Salutron - Lifetrak Trademark Transfer Agreement 6-5-15 #page3.tif

Exhibit B

TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is made and entered into as of May 1, 2015, by Salutron Incorporated, a California corporation, having a usual place of business at 47787 Fremont Blvd, Fremont, CA ("Assignor"), and LifeTrak Incorporated, a California corporation, having a usual place of business at 47787 Fremont Blvd, Fremont, CA ("Assignee").

WHEREAS, Assignor holds all right, title and interest in and to the trademarks, service marks and trade names set forth on Attachment A attached hereto and incorporated herein by reference (the "Marks");

WHEREAS, Assignor and Assignee are parties to that certain Asset Transfer Agreement, dated as of the date hereof (the "Purchase Agreement"), pursuant to which Assignor transferred, sold and conveyed to Assignee certain of the assets of Assignor, including the Marks and the goodwill of the business symbolized thereby; and

WHEREAS, Assignor now wishes to assign the Marks to Assignee, and Assignee is desirous of acquiring the Marks from Assignor, together with the goodwill of the business symbolized thereby.

NOW, THEREFORE, in consideration of the premises set forth above and in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Assignor does hereby sell, assign, convey and transfer unto Assignee and its successors, assigns and legal representatives, Assignor's entire right, title and interest in and throughout the world in and to the Marks (including any common law rights that may exist and are associated therewith), together with the goodwill of the business symbolized thereby and appurtenant thereto, the same to be held and enjoyed by Assignee, its successors, permitted assigns or legal representatives, together with income, royalties, damages or payments due on or after the date hereof, including, without limitation, all claims for damages or payments by reason of infringement or unauthorized use of the Marks, along with the right to sue for past infringements and collect same for Assignee's sole use and enjoyment.
2. Assignor does hereby authorize the Director of the United States Patent & Trademark Office, and the empowered official of any country or countries foreign to the United States whose duty it is to record trademark registrations, applications and title thereto, to record the Marks and title thereto as the property of Assignee, its successors, assigns or legal representatives in accordance with the terms of this instrument.
3. Assignee and Assignor also agree that multiple copies of this Assignment may be executed, each of which shall be deemed an original, and each of which shall be valid and binding upon Assignee and Assignor.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the date first written above.

ASSIGNOR:

Name:

Signature:

Title:

Salubra, Inc
Mike Tsai
[Handwritten Signature]
CEO

Attachment A

DESCRIPTION OF MARKS ASSIGNED

Docket Number	Status	Country	Mark	Application Number	Registration Number
SALU-02000CA0	Registered	Canada	MY HEART, MY PACE	1,338,755	TMA761,085
SALU-02004US0	Registered	US	SMART HEALTH	78/532,333	3,143,412
SALU-02015US0	Registered	US	LIFETRAK	85/825,264	4,610,487
SALU-02024US0	Pending	US	MATRIX	86/613,869	
SALU-02018US0	Pending	US	SMART HEALTH	86/095,192	
SALU-02019US0	Registered	US	SMART SPORTS	78/532,313	3,600,130
SALU-02025US0	Pending	US	ZOOM	86/613,863	
SALU-02023US0	Pending	US	FOLLOW YOUR HEART	86/296,766	