

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
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ETAS ID: TM359660

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	05/26/2011

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
FUTURE HEALTH, INC.		10/13/2015	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	FUTURE HEALTH ACQUISITION, INC.
Street Address:	513 NORTH MAIN STREET
City:	CARROLL
State/Country:	IOWA
Postal Code:	51401
Entity Type:	CORPORATION: SOUTH DAKOTA

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Serial Number:	77521039	DC2
Serial Number:	77521064	PT2
Serial Number:	77521075	MD2
Serial Number:	77521133	HYPER-SPEED NOTE
Serial Number:	77521159	VOS
Serial Number:	77521170	CLINIC OF THE FUTURE
Serial Number:	77521190	INTELLIGENT BILLING
Serial Number:	77521248	FUSION TECHNOLOGY
Serial Number:	77521259	TRUE EHR

CORRESPONDENCE DATA

Fax Number: 4043659532

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.

Email: mmmipdocket@system.foundationip.com

Correspondent Name: MORRIS MANNING MARTIN LLP IP Department

Address Line 1: 3343 PEACHTREE ROAD, NE

Address Line 2: 1600 ATLANTA FINANCIAL CENTER

Address Line 4: ATLANTA, GEORGIA 30326

CH \$240.00 77521039

ATTORNEY DOCKET NUMBER:	FUTURE HEALTH ACQUISITION
NAME OF SUBMITTER:	DANIEL E. SINEWAY
SIGNATURE:	/Daniel E. Sineway/
DATE SIGNED:	10/22/2015
Total Attachments: 3 source=NuncProTuncAssignment#page1.tif source=NuncProTuncAssignment#page2.tif source=NuncProTuncAssignment#page3.tif	

TRADEMARK ASSIGNMENT NUNC PRO TUNC

THIS TRADEMARK ASSIGNMENT NUNC PRO TUNC (hereinafter "Assignment") is made, executed, and delivered by and between the undersigned, Future Health, Inc., a Delaware corporation (hereinafter "Assignor"), and Future Health Acquisition, Inc., a South Dakota corporation (hereinafter "Assignee"), *nunc pro tunc*, to be effective on or about May 26, 2011 (the "Effective Date").

WHEREAS, as of the Effective Date, the Assignor was the owner of all rights in and to the trademarks and any trademark applications and trademark registrations therefor identified in Exhibit A, attached hereto and incorporated herein by this reference, and the intellectual property rights and goodwill of the business symbolized by said trademarks (hereinafter "Trademarks");

WHEREAS, on or about May 26, 2011, the Assignor transferred all of its assets and ongoing business concerns, including the Trademarks, to Assignee via an Asset Purchase Agreement by and among the Assignee, Assignor, and Steven J. Kraus;

WHEREAS, the Assignee has succeeded to all of the assets, obligations, contracts, properties and appurtenant goodwill of the ongoing and existing business of Assignor to which the above-referenced Trademarks pertain pursuant to said Asset Purchase Agreement, and Assignee is desirous of confirming the acquisition of the Trademarks in connection therewith;

WHEREAS, a predecessor entity to Assignor, Future Health, Inc., an Iowa corporation, which did not exist as of the Effective Date due to its merger with Assignor as of July 26, 2010, improperly attempted to assign all right, title, and interest in the Trademarks, which right, title, and interest it no longer possessed due to said merger, to Assignee on the Effective Date through an ineffective Trademark Assignment that was recorded with the United States Patent and Trademark Office at Reel/Frame 4552/0643 (hereinafter "Ineffective Assignment");

WHEREAS, the parties accordingly wish to execute this Assignment as a recordable instrument, correcting the Ineffective Assignment and confirming the assignment of all right, title, and interest in the Trademarks from Assignor to the Assignee as of the Effective Date; and

WHEREAS, the Assignor warrants and covenants that no assignment, grant, mortgage, license, or other agreement affecting the rights and property herein conveyed has been or will be made to others by the Assignor or any predecessor in title thereto (other than the Assignee), except for the Ineffective Assignment, and that the full right to convey the same as herein expressed is possessed thereby.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, Assignor does hereby confirm the assignment unto the Assignee, its successors and assigns, of all right, title, and interest in and to the Trademarks and, to the extent not previously assigned, the Assignor does hereby transfer and assign unto Assignee, its successors and assigns, all right, title and interest in and to the above-mentioned Trademarks, the applications and registrations for said Trademarks listed in Exhibit A, and the goodwill of the business symbolized by said Trademarks, and the right to sue, either

EXHIBIT A – TRADEMARKS

MARK	JURISDICTION	SERIAL / REGISTRATION NO.	FILING / REGISTRATION DATE	STATUS
DC ²	United States	77/521,039 3,668,448	07/14/2008 08/18/2009	Registered
PT ²	United States	77/521,064 3,668,449	07/14/2008 08/18/2009	Registered
MD ²	United States	77/521,075 3,668,450	07/14/2008 08/18/2009	Registered
HYPER-SPEED NOTE	United States	77/521,133 3,723,956	07/14/2008 12/08/2009	Registered
VOS	United States	77/521,159 3,720,267	07/14/2008 12/01/2009	Registered
CLINIC OF THE FUTURE	United States	77/521,170 3,668,451	07/14/2008 08/18/2009	Registered
INTELLIGENT BILLING	United States	77/521,190 3,730,203	07/14/2008 12/22/2009	Registered
FUSION TECHNOLOGY	United States	77/521,248 3,668,452	07/14/2008 08/18/2009	Registered
TRUE EHR	United States	77/521,259 3,668,453	07/14/2008 08/18/2009	Registered