

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM361724

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ultrasis UK Limited		10/16/2015	CORPORATION:
RECEIVING PARTY DATA			
Name:	365 Health and Wellbeing Limited		
Street Address:	12 Temple Street		
City:	Liverpool, Merseyside		
State/Country:	UNITED KINGDOM		
Postal Code:	L2 5RH		
Entity Type:	CORPORATION: UNITED KINGDOM		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2952010	BEATING THE BLUES	
Registration Number:	3013483	ULTRASIS	
Registration Number:	4295276	BEATING THE BLUES US	
CORRESPONDENCE DATA			
Fax Number:	7036848206		
<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:	7036846885		
Email:	tbreiner@bbpatlaw.com		
Correspondent Name:	Theodore A. Breiner		
Address Line 1:	115 North Henry Street		
Address Line 4:	Alexandria, VIRGINIA 22314		
ATTORNEY DOCKET NUMBER:	5097/TM; 5279/TM; 7974/TM		
DOMESTIC REPRESENTATIVE			
Name:	BREINER & BREINER, L.L.C.		
Address Line 1:	115 North Henry Street		
Address Line 4:	Alexandria, VIRGINIA 22314		
NAME OF SUBMITTER:	THEODORE A. BREINER		
SIGNATURE:	/Theodore A. Breiner/		

OP \$90.00 2952010

DATE SIGNED:	11/09/2015
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Total Attachments: 15

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DATED 16th OCTOBER

2015

ULTRASIS UK LTD (IN ADMINISTRATION)

and

PAUL FLINT AND DAVID COSTLEY-WOOD

and

365 HEALTH AND WELLBEING LIMITED

**ASSIGNMENT OF E-HEALTH BUSINESS IPR
OWNED BY ULTRASIS UK LTD**

Ref: WRJ
Draft: V1
Date:

turner parkinson LLP
Hollins Chambers
64a Bridge Street
Manchester
M3 3BA

Tel: + 44 (0) 161 833 1212
Fax: + 44 (0) 161 834 9098

www.tp.co.uk

TRADEMARK
REEL: 005664 FRAME: 0113

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THIS DEED is made on the 16th day of OCTOBER 2015

PARTIES

- (1) **ULTRASIS UK LTD** (in administration) (company number: 02425966) whose registered office is at 23 York Road, London, SE1 7NJ (the "**Assignor**") acting by the Office Holders;
- (2) **PAUL FLINT** and **DAVID COSTLEY-WOOD** both of KPMG LLP, 1 St Peter's Square, Manchester, M2 3AE ("the **Office Holders**"); and
- (3) **365 HEALTH AND WELLBEING LIMITED** (Company No: 09590719) whose registered office is at 12 Temple Street, Liverpool, Merseyside, L2 5RH (the "**Assignee**").

BACKGROUND

- (A) The Office Holders were appointed administrators of the Assignor on 2015.
- (B) The Assignor acting by its Office Holders has agreed to assign to the Assignee such right, title and interest (if any) as the Assignor has in the Assigned Rights on the terms set out in the Asset Sale Agreement ("the E-Health Sale Agreement") of even date between the Assignor, Ultrasis plc, the Office Holders and the Assignee.
- (C) The Office Holders have entered into this assignment solely for the purpose of obtaining the benefit of the provisions in their favour and shall incur no personal liability of any kind under or in connection with this assignment.

AGREED TERMS

1. INTERPRETATION

- 1.1 The definitions and rules of interpretation in this clause apply in this assignment.

"**Assigned Rights**" means the Intellectual Property Rights in the Products, including but not limited to the Trade Mark, the Patent and the Domain Names and websites thereto;

"**Business Day**" means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business;

"**Domain Names**" means such domain names owned, or held on trust for, and operated by the Assignor in respect of the E-Health Business as at the Transfer Date, including but not limited to those set out at Schedule 2;

"**E-Health Business**" means the E-Health Business of providing an online platform for the provision of support services to people suffering with mental illness carried on by the Seller, but excluding the Waterloo Health Clinic Business;

"**Excluded Rights**" means all patents, trademarks or names and service marks (whether or not registered or capable of registration), website (including all rights in and thereto) I.P. Addresses, registered designs, design rights, copyrights, database rights, the right to apply for and applications for any of the preceding items, rights for renewal and extension together with the rights in inventions, processes, software know-how, trade or business secrets, confidential information, internet domain names, or any process or other similar right or asset capable of protection enjoyed, owned, used or licensed in relation to the Waterloo Health Clinic Business which subsist now or in the future;

"**Intellectual Property Rights**" means all patents, trademarks or names and service marks (whether or not registered or capable of registration), website (including all rights in

and thereto) I.P. Addresses, registered designs, design rights, copyrights, database rights, the right to apply for and applications for any of the preceding items, rights for renewal and extension together with the rights in inventions, processes, software, know-how, trade or business secrets, confidential information, internet domain names, or any process or other similar right or asset capable of protection enjoyed, owned, used or licensed in relation to the E-Health Business which subsist now or in the future;

"Patent" means the patent entitled "Treatment of epilepsy" with publication number US7734338(B2), dated 8 June 2010;

"Products" means the products listed in Schedule 1 and any other version thereof;

"Trade Mark" means the registered trademarks, or applications for registration, in existence as at the date of this assignment in respect of the E-Health Business, including but not limited to those set out at Schedule 3;

"VAT" means value added tax; and

"Waterloo Health Clinic Business" means that part of the Assignor's business carried out from 41 York Road, London, being the Waterloo Health Clinic.

- 1.2 Clause and schedule headings shall not affect the interpretation of this assignment.
- 1.3 The schedules form part of this assignment and shall have effect as if set out in full in the body of this assignment. Any reference to this assignment includes the schedules.
- 1.4 References to clauses and schedules are to the clauses and schedules of this assignment.
- 1.5 Unless the context otherwise requires, words in the singular include the plural and in the plural include the singular.
- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7 A reference to a statute, statutory provision or subordinated legislation is a reference to it as it is in force from time to time, provided that, as between the parties, no such amendment or re-enactment shall apply for the purposes of this assignment to the extent that it would impose any new or extended obligation, liability or restriction on, or otherwise adversely affect the rights of, any party. This clause does not, however, apply in relation to taxation.
- 1.8 A reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.
- 1.9 **Writing** or **written** includes faxes but not e-mail.
- 1.10 Any words following the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.11 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors and permitted assigns.

2. **ASSIGNMENT**

- 2.1 Pursuant to and for the consideration set out in the E-Health Sale Agreement and the indemnities and waivers contained therein, the Assignor hereby assigns and sells to the Assignee absolutely with no title guarantee whatever right, title and interest it has in and to the Assigned Rights including:
- (a) the absolute entitlement to any registrations granted pursuant to any of the applications comprised in the Patent, any registered designs and any Trade Mark (if any);
 - (b) the goodwill attaching to any Trade Mark, or unregistered trade mark, and in respect of the E-Health Business relating to the goods or services in respect of which any trade mark is registered or used by the Assignor; and
 - (c) the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action arising from ownership, of any of the Assigned Rights whether occurring before, on, or after the date of this assignment.

2.2 The Assignor confirms that the Office Holders may give a good receipt for all payments to the Assignor.

2.3 The Excluded Rights are expressly excluded from this assignment.

3. VAT

All payments made by the Assignee under this assignment are exclusive of VAT.

4. OFFICE HOLDERS' LIABILITY

4.1 The Office Holders act as agents for the Assignor and neither they nor their representatives shall incur any personal liability in any circumstances whatever by virtue of this assignment.

4.2 The Office Holders have entered into this assignment in their personal capacity solely for the purpose of obtaining the benefit of the provisions in their favour.

5. MORAL RIGHTS

The Assignor shall, insofar as this assignment is concerned, absolutely waive all moral rights arising under the Copyright, Designs and Patents Act 1988 and, so far as is legally possible, any broadly equivalent rights it may have in any territory of the world in so far as these relate to the E-Health Business.

6. FURTHER ASSURANCE

6.1 The Assignor and Office Holders shall, insofar as they are able and at the Assignee's cost, perform (or procure the performance of) such further reasonable acts and things and execute and deliver (or procure the execution or delivery of) all further documents, required by law or which the Assignee reasonably requests, to vest in the Assignee the full benefit of the right, title and interest assigned to the Assignee under this assignment, including:

- (a) registration of the Assignee as applicant or (as applicable) proprietor of the Assigned Rights; and
- (b) provision of a letter or email to the relevant Domain Name registrar consenting to the transfer of the Assignor's registration to the Assignee and the supply to the Assignee

of the relevant domain name authorisation code and approval of any request for the transfer of registrar;

- (c) assisting the Assignee with the transfer of any Domain Names or Trade Mark which are held by a third party on trust for the Assignor;

provided always that any such documents are in a form acceptable to the Assignor and the Office Holders acting reasonably.

- 6.2 The Assignor undertakes to the Assignee that it shall not knowingly use any Trade Mark, or any unregistered trade mark associated with the E-Health Business, or any combination of it with any other word or any name closely resembling it after completion for the purpose of carrying on any other trade or business, but is entitled to such use as is necessary to carry out the administration of the Assignor.

7. WAIVER

No failure or delay by a party to exercise any right or remedy provided under this assignment or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

8. ACKNOWLEDGEMENTS

- 8.1 Subject to clause 8.5, all representations, warranties, conditions, guarantees and stipulations, whether express or implied, statutory, customary or otherwise in respect of any of the rights, title and interests transferred or agreed to be transferred pursuant to this assignment are expressly excluded (including warranties and conditions as to title, quiet possession, merchantable quality, fitness for purpose and description).

- 8.2 Except as expressly set out in this assignment, any lists contained in any schedule or annexe are for guidance only and are not exhaustive or complete lists of the items in question and shall not constitute any warranty in respect of the listed items or otherwise.

- 8.3 Unless otherwise required by law (and then only to that extent), the Assignor and the Office Holders and each of them shall not be liable for any loss arising out of, or due to, or caused by any defect or deficiencies in any or all of the Assigned Rights.

- 8.4 The Assignee agrees that the terms and conditions of this assignment and the exclusions and limitations contained in it are fair and reasonable having regard to the following:

- (a) that this is an assignment by an insolvent company in circumstances where the Office Holders' knowledge of the Assigned Rights is limited and it is usual that no representations and warranties are given by or on behalf of the Assignor or the Office Holders;
- (b) that the Assignee has relied solely on the opinions of itself and its professional advisors concerning the Assigned Rights their quality, condition, description, fitness and suitability for any purpose, the possibility that some or all of them may have defects not apparent on inspection and examination, and the use it intends or proposes to put them to;
- (c) that the Assignee has agreed to purchase the Assigned Rights for a consideration which takes into account the risk to the Assignee represented by the parties' belief that the said exclusions and limitations are or would be recognised by the Courts; and

(d) that the Assignee, its representatives and advisers have been given every opportunity it or they may wish to have to examine and inspect all of the all relevant documents relating to the Assigned Rights.

8.5 The Assignee acknowledges that it has not entered into this assignment in reliance upon any representations, agreements, statements or replies to specific enquiries (whether oral or written) made or alleged to have been made by the Assignor, the Office Holders or its or their representatives at any time.

8.6 Nothing in this assignment operates to limit or exclude any liability for fraud or fraudulent misrepresentation.

8.7 The Assignee acknowledges that if the Assignor does not have title or unencumbered title to any or all of the Assigned Rights, or if the Assignee cannot exercise any right conferred or purported to be conferred on it by this assignment, this shall not be a ground or grounds for rescinding, avoiding or varying any or all of the provisions of this assignment, or for any reduction or repayment of any amounts payable under this Assignment.

9. ENTIRE AGREEMENT

9.1 This assignment and the E-Health Sale Agreement constitute the whole agreement between the parties and supersede all previous agreements between the parties in relation to the Assigned Rights.

9.2 Nothing in this clause shall limit or exclude any liability for fraud.

10. COUNTERPARTS

This assignment may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this assignment, but all the counterparts shall together constitute the same assignment.

11. THIRD PARTY RIGHTS

No person other than a party to this assignment shall have any rights to enforce any term of this assignment.

12. NOTICES

12.1 Any notice or other communication required to be given under this assignment shall be in writing and shall be delivered personally, or sent by pre-paid first-class post or recorded delivery or by commercial courier, to each party required to receive the notice as set out at the beginning of this assignment or as otherwise specified by the relevant party by notice in writing to each other party.

12.2 Any notice or other communication shall be deemed to have been duly received if delivered personally, when left at the address and for the contact referred to in this clause, if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second Business Day after posting, or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.

13. GOVERNING LAW AND JURISDICTION

This assignment and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed

by and construed in accordance with the law of England and Wales. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this assignment or its subject matter or formation (including non-contractual disputes or claims).

This assignment has been entered into as a deed on the date stated at the beginning of it.

SCHEDULE 1

PRODUCTS

Beating the Blues

Beating the Blues UK
Beating the Blues US versions 1.0 and 2.0
Beating the Blues NL
Beating the Blues NZ
Beating the Blues CN

Bio Feedback

Tension taker

Self help programs (mental health)

Depression Relief UK
Insomnia Relief UK
Anxiety Relief UK
Stress Relief UK
Drink and Drug wise UK
Depression Relief US
Insomnia Relief US
Anxiety Relief US
Stress Relief US
Drink and Drug wise US
Optimise me

Self help programs (wellness)

Getfit wellness
Getfit HRA
Getfit Health Manager
Getfit Nutrition
Getfit Fitness

Activity program websites

Step success
Joggle

Other

The wellness shop

SCHEDULE 2
DOMAIN NAMES

Wiprowalkathon.com

Alereactive.co.uk

Alereactive.com

Joggle.co

Trackitenfield.co.uk

Wemoveshemoves.co.uk

Wemoveshemoves.com

Joggle.org.uk

Joggle.co.uk

Getfit.com

Ultrasis.com

Calmworkplace.co.uk

Calmworkplace.com

Pamhealthmanager.com

365healthsolutions.uk.com

365healthsolutionsuk.com

365healthsolutions.org

365healthsolutions.global

365healthsolutions.co.uk

365healthsolutions.uk

365healthsolutions.xxx

Mybrainsolutions.co.uk

Enstonehealth.co.uk

Beatingtheblues.xxx

Beatingtheblues.co.nz

Beatingtheblues.ie

Ultrasis.eu

Ultrasis.us

Ultrasisplc.com

Calmheart.com

Drinkandrugwise.com

Reliefseries.com

Getfitwellness.com

Ratemyweekdaymorningfeeling.co.uk

Ratemyweekdaymorningfeeling.com

Ohwhatarelief.com

Beatingtheblues.co.uk

Beatingtheblues.es

Ultrasis.co.uk

Beatingtheblues.asia

Calmyou.com

Pctcalm.com

Wiganinmind.com

Beatingtheblueschina.com

Beatingthebluescn.com

Getfitdev.co.uk

Getfitstaging.co.uk

Thewellnessshop.co.uk

Ibsrelief.co.uk

Getfitwellness.co.uk

Traffordhealthyminds.com

Dchsfeelinggood.co.uk

Protocolpebblechallenge.co.uk

Ppcwellness.com

Tensiontaker.com

Wellnessshop.co.uk

Optimiseme.com

Stepsuccess.com

Step-success.com

Stepsuccess.co.uk

Stepsuccessbeta.com

Stepsuccess.org.uk

Fittip.co.uk

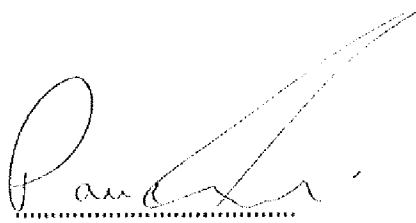
Getukactive.com

SCHEDULE 3


TRADE MARKS

Mark	Territory	Reg No.	App Date	Class(es)	Status
BEATING THE BLUES	Australia	842464	13/07/00	9	Registered
BEATING THE BLUES	Community Trade Mark	1755255	13/07/00	9	Registered
ULTRASIS	Community Trade Mark	1501394	10/02/00	9, 41, 42	Registered
BEATING THE BLUES	South Africa	2000/14482	17/07/00	9	Registered
BEATING THE BLUES	USA	2952010	13/07/00	9	Registered
BEATING THE BLUES US	USA	4295276	25/06/12	44	Registered
ULTRASIS	USA	3013483	07/04/00	9, 41, 42	Registered

EXECUTED as (but not delivered until the date hereof) a **DEED** by the Assignor acting by one of its Office Holders pursuant to the powers under the Insolvency Act 1986 and on behalf of the Office Holders without personal liability in the presence of:



.....
Office Holder

Signature of witness: 

Name: KOLLIE WATSON

Address: KPMG LLP, 1 ST PETERS SQUARE,
MANCHESTER, M2 3AE

Occupation: ACCOUNTANT

EXECUTED as (but not delivered until the date hereof) a **DEED** by the Assignee acting by a Director in the presence of:

.....
Assignee

Signature of witness:

Name:

Address:

Occupation:

EXECUTED as (but not delivered until the date hereof) a DEED by the Assignor acting by one of its Office Holders pursuant to the powers under the Insolvency Act 1986 and on behalf of the Office Holders without personal liability in the presence of:

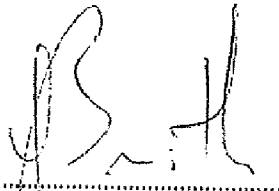
.....
Office Holder

Signature of witness:

Name:

Address:

Occupation:



.....
Assignee

EXECUTED as (but not delivered until the date hereof) a DEED by the Assignee acting by a Director in the presence of:

Signature of witness:

Name: *Emma Hunt (Mrs)*

Address: *53 Stephen's Way
Sleaford, Lincs NG34 7JN*

Occupation: *Headteacher*

