

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM368206

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ULTIMATE MEDICAL ACADEMY, LLC		12/28/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	UMA EDUCATION, INC.		
Street Address:	3101 W. DR. MARTIN LUTHER KING JR. BLVD.		
City:	TAMPA		
State/Country:	FLORIDA		
Postal Code:	33607		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4528887	ULTIMATE MEDICAL ACADEMY	
Registration Number:	4742181	UMA ULTIMATE MEDICAL ACADEMY	
Registration Number:	4742182	UMA ULTIMATE MEDICAL ACADEMY	
Registration Number:	4742179	UMA ULTIMATE MEDICAL ACADEMY	
Registration Number:	4742180	UMA ULTIMATE MEDICAL ACADEMY	
CORRESPONDENCE DATA			
Fax Number:	2122084636		
<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:	3472264609		
Email:	NHOFFMAN@CONVERSIONPT.COM		
Correspondent Name:	Newman Hoffman		
Address Line 1:	26 W. 17TH STREET, FLOOR 4		
Address Line 4:	NEW YORK, NEW YORK 10011		
NAME OF SUBMITTER:	NEWMAN HOFFMAN		
SIGNATURE:	/NEWMAN HOFFMAN/		
DATE SIGNED:	01/06/2016		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("**Trademark Assignment**"), dated as of December 28, 2015, is made by Ultimate Medical Academy, LLC ("**Seller**"), a Delaware Limited Liability Company, located at 26 W. 17th Street, Floor 4, New York, NY 10011, in favor of UMA Education, Inc. ("**Buyer**"), a Delaware Corporation, located at 3101 W. Dr. Martin Luther King Jr. Blvd., Tampa, FL 33607, the purchaser of certain assets of Seller pursuant to an Asset Purchase Agreement by and among Ultimate Medical Academy, LLC, UMA Education, Inc., and Clinical and Patient Educators Association, dated as of March 4, 2015 (the "**Asset Purchase Agreement**").

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office.

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers and assigns to Buyer all of Seller's right, title and interest in and to the following (the "**Assigned Trademarks**"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks:

(a) the trademark registrations and trademark applications set forth on Schedule 1 hereto and all issuances, extensions and renewals thereof;

(b) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse,

breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Trademark Assignment upon request by Buyer. Following the date hereof, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence or perfect the assignment of the Assigned Trademarks to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

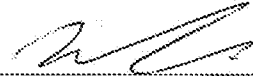
5. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Trademark Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller has duly executed and delivered this Trademark Assignment as of the date first written above.

Ultimate Medical Academy, LLC

By: 

Name: Nicholas Janiga
Title: Corporate Secretary

AGREED TO AND ACCEPTED:

UMA Education, Inc.

By: 

Name: Newman Hoffman
Title: ASST. Corporate Secretary

SCHEDULE 1

ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

(I) Trademarks

1. "ULTIMATE MEDICAL ACADEMY," word mark, registration number 4528887.
2. "UMA ULTIMATE MEDICAL ACADEMY" design mark, registration number 4742181.
3. "UMA ULTIMATE MEDICAL ACADEMY" design mark, registration number 4742182.
4. "UMA ULTIMATE MEDICAL ACADEMY" design mark, registration number 4742179.
5. "UMA ULTIMATE MEDICAL ACADEMY" design mark, registration number 4742180.