

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM373759

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Health Diagnostic Laboratory, Inc.		09/29/2015	CORPORATION: VIRGINIA
Integrated Health Leaders, LLC		09/29/2015	LIMITED LIABILITY COMPANY: VIRGINIA

RECEIVING PARTY DATA

Name:	True Health Diagnostics LLC
Street Address:	6170 Research Rd., Suite 211
City:	Frisco
State/Country:	TEXAS
Postal Code:	75033
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Serial Number:	85950273	DPMP UNDERSTANDING CARDIOMETABOLIC DISEA
Serial Number:	85799713	HDL INC.
Serial Number:	85799727	HDL INC. BEYOND DISEASE DIAGNOSIS
Serial Number:	86051425	
Serial Number:	86544311	
Registration Number:	4630637	MY HEALTH COUNTS HEALTHDIAGNOSTICLABORAT
Registration Number:	4375692	MYHDL.COM
Registration Number:	3923150	REDUCE MY RISK
Registration Number:	4112530	PREEMPTING DISEASE. CHANGING LIVES.
Registration Number:	3862118	PREDX
Registration Number:	3703036	TETHYS
Registration Number:	4466598	
Registration Number:	3703306	HS-OMEGA-3 INDEX

CORRESPONDENCE DATA

Fax Number: 2063599000

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.

TRADEMARK

Phone: 2063598000
Email: pctrademarks@perkinscoie.com
Correspondent Name: Thomas L. Holt
Address Line 1: 1201 Third Avenue, Suite 4900
Address Line 4: Seattle, WASHINGTON 98101

ATTORNEY DOCKET NUMBER: 114784-4000

NAME OF SUBMITTER: Thomas L. Holt

SIGNATURE: /Thomas L. Holt/

DATE SIGNED: 02/18/2016

Total Attachments: 7

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") (this "Assignment") is entered into as of September 29, 2015, by and between Health Diagnostic Laboratory, Inc., a Virginia corporation ("HDL"), Integrated Health Leaders, LLC, a Virginia limited liability company ("IHL"), and together with HDL, "Assignors", and True Health Diagnostics, LLC, a Delaware limited liability company ("Assignee"), on the other hand. Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Purchase Agreement (as defined herein).

WHEREAS, Assignors and Assignee are parties to that certain Asset Purchase Agreement, dated as of September 29, 2015 (the "Purchase Agreement"); and

WHEREAS, pursuant to the Purchase Agreement, Assignors have agreed to sell, assign, transfer, convey and deliver to Assignee, among other things, all trademarks, service marks, designs, trade dress, logos, slogans, trade names, telephone numbers, internet domain names, URLs, websites, email addresses and corporate names, and all applications, registrations and renewals in connection therewith, together with all goodwill associated with any of the foregoing in any jurisdiction throughout the world owned or licensed by each Seller, including, without limitation, the trademarks and trademark applications listed on Schedule A attached hereto (all of the foregoing being collectively referred to herein as the "Trademarks"), but excluding the Excluded Assets.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignors hereby sell, assign, transfer, convey and deliver to Assignee all of Assignors' entire right, title and interest (whether statutory or at common law) in and to the Trademarks, along with all income, royalties, damages and payments due or payable to Assignors as of the Closing or thereafter, including damages and payments for past, present or future infringements or misappropriations thereof, or other conflicts therewith, the right to sue and recover for past, present or future infringements or misappropriations thereof, or other conflicts therewith, and any and all corresponding rights that, now or hereafter, may be secured throughout the world, but excluding the Excluded Assets.

Assignors agree that when requested by Assignees they will execute all documents necessary or desirable to properly vest full right, title and interest in and to all Trademarks throughout the world in the name of Assignee or which may be necessary to obtain, maintain, issue or enforce the Trademarks. Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia without giving effect to principles of conflicts of laws thereof. This Assignment may be executed in several counterparts, each of which shall be deemed an original, but such counterparts shall together constitute but one and the same Assignment. The execution of this Assignment by any of the parties may be evidenced by way of a facsimile transmission of such party's signature, or a photocopy of such facsimile transmission, and such facsimile signature shall be deemed to constitute the original signature of such party hereto.

[Signature Pages Follow]

IN WITNESS WHEREOF, the undersigned has caused this Trademark Assignment to be executed and delivered by its duly authorized representative as of the date first written above.

HEALTH DIAGNOSTIC LABORATORY, INC.

By: [Signature]
Name: Joseph P. McConnell
Title: President & CEO

COMMONWEALTH OF VIRGINIA)
) ss.
(CITY/COUNTY OF Richmond)

The foregoing Trademark Assignment was acknowledged before me on September 29, 2015, by Joseph P. McConnell, the President & CEO of Health Diagnostic Laboratory, Inc., a Virginia corporation, on behalf of said corporation.

[Signature]
NOTARY PUBLIC

My Commission Expires: 7/31/2017

[SEAL]



IN WITNESS WHEREOF, the undersigned has caused this Trademark Assignment to be executed and delivered by its duly authorized representative as of the date first written above.

INTEGRATED HEALTH LEADERS, LLC

By: [Signature]

Name:

Joseph P. McConnell

Title:

President + Treasurer

COMMONWEALTH OF VIRGINIA)

CITY/COUNTY OF Richmond) ss.

The foregoing Trademark Assignment was acknowledged before me on September 29, 2015, by Joseph P. McConnell, the President + Treas of Integrated Health Leaders, LLC, a Virginia limited liability company, on behalf of said limited liability company.

[Signature]
NOTARY PUBLIC


My Commission Expires: 7/31/2017

[SEAL]




IN WITNESS WHEREOF, the undersigned has caused this Trademark Assignment to be executed and delivered by its duly authorized representative as of the date first written above.

TRUE HEALTH DIAGNOSTICS, LLC

By: 
Name: Christopher L. Grottkathaler
Title: CEO

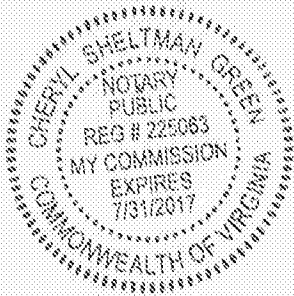
COMMONWEALTH OF VIRGINIA)
CITY/COUNTY OF Richmond) ss.

The foregoing Trademark Assignment was acknowledged before me on September 28, 2015, by Christopher L. Grottkathaler the CEO of True Health Diagnostics, LLC, a Delaware limited liability company, on behalf of said limited liability company.


NOTARY PUBLIC

My Commission Expires: 7/31/2017

[SEAL]



SCHEDULE A

Trademarks and Trademark Applications

SCHEDULE A

Trademarks and Trademark Applications

Debtor	Title	Origin	Type	Registration or Application #	Date (Filing or Grant)
HDL	DFMP UNDERSTANDING CARDIOMETABOLIC DISEASE and Design	HDL	Trademark Application	85/950,273	06/04/2013
HDL	HDL INC. and Design	HDL	Trademark Application	85/799,713	12/11/2012
HDL	HDL INC. BEYOND DISEASE DIAGNOSIS and Design	HDL	Trademark Application	85/799,727	12/11/2012
HDL	MOLECULAR DESIGN (Diagnostics Promotion)	HDL	Trademark Application	86/051,425	08/29/2013
HDL	MOLECULAR DESIGN (HDL Mobile App) MY HEALTH COUNTS	HDL	Trademark Application	86/544,311	02/24/2015
HDL	HEALTHDIAGNOSTICLABORATORYINC. and Design	HDL	Trademark	4,530,637	11/04/2014
HDL	MYHDL.COM and Design	HDL	Trademark	4,375,692	07/30/2013
HDL	Reduce my Risk	HDL/Tethys	Trademark	3,923,150	02/22/2011
HDL	Preempting Disease. Changing Lives.	HDL/Tethys	Trademark	4,112,530	03/13/2012
HDL	PreDX	HDL/Tethys	Trademark	3,862,118	10/12/2010
HDL	Tethys	HDL/Tethys	Trademark	3,703,036	10/27/2009
HDL	Polygon Design	HDL/Tethys	Trademark	4,468,598	01/24/2014
IHL	HS-OMEGA-3 INDEX	Harris Scientific/IHL	Trademark	3703306	10/27/2009

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