

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM387535

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900366425		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Healthineers		06/01/2016	Limited Liability Company: FLORIDA
RECEIVING PARTY DATA			
Name:	Healthineer LLC		
Street Address:	P.O. Box 144		
City:	Wickatunk		
State/Country:	NEW JERSEY		
Postal Code:	07765		
Entity Type:	Limited Liability Company: NEW JERSEY		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86900561	HEALTHINEERS	
CORRESPONDENCE DATA			
Fax Number:			
<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:	7037777319		
Email:	tmadmin@dbllawyers.com		
Correspondent Name:	Kristin Lockhart		
Address Line 1:	211 Church Street, S.E.		
Address Line 4:	Leesburg, VIRGINIA 20175		
NAME OF SUBMITTER:	Kristin Lockhart		
SIGNATURE:	/kristinlockhart/		
DATE SIGNED:	06/10/2016		
Total Attachments: 3			
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is by and between Healthineer LLC, a limited liability company formed in accordance with the laws of New Jersey (the "Assignee"), and Healthineers, a limited liability company formed in accordance with the laws of Florida (collectively, the "Assignor").

WHEREAS, Assignor is the owner of all right, title and interest in and to the trademarks and the corresponding registrations and/or applications for registration set forth on Exhibit 1 (collectively, the "Trademarks"), together with the goodwill of the business connected with and symbolized by the Trademarks; and

WHEREAS, Assignee desires to acquire all right, title and interest in and to the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties hereby agree as set forth below.

Subject to that certain security interest filed with the United States Patent & Trademark Office (USPTO) in favor of Silicon Valley Bank, dated June 20, 2014, Assignor hereby sells, assigns, transfers and conveys to Assignee the entire right, title, interest in and to the Trademarks in the United States and all jurisdictions outside the United States, together with the goodwill of the business connected with and symbolized by the Trademarks (including, without limitation, the right to renew any registrations included in the Trademarks, the right to apply for trademark registrations within or outside the United States based in whole or in part upon the Trademarks, and any priority right that may arise from the Trademarks), the same to be held and enjoyed by Assignee as fully and entirely as said interest could have been held and enjoyed by Assignor had this sale, assignment, transfer and conveyance not been made.

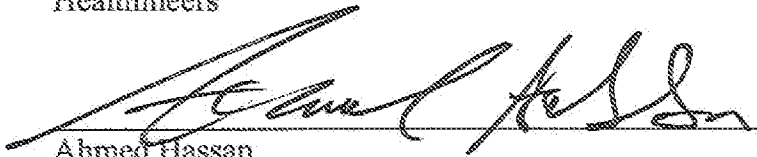
Assignor authorizes the Commissioner of Trademarks of the United States and other empowered officials of the USPTO and in any applicable jurisdictions outside the United States to record the transfer of the registrations and/or applications for registration set forth on Exhibit 1 to Assignee as assignee of Assignor's entire right, title and interest therein. Assignor agrees to further execute any documents reasonably necessary to effect this assignment or to confirm Assignee's ownership of the Trademarks.

This Trademark Assignment Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts taken together shall constitute one and the same instrument. Each counterpart may be delivered by facsimile transmission, which transmission shall be deemed delivery of an originally executed document.

IN WITNESS WHEREOF, the parties hereto have executed this Trademark Assignment Agreement as of the date first above written.

ASSIGNOR(S)

Healthineers

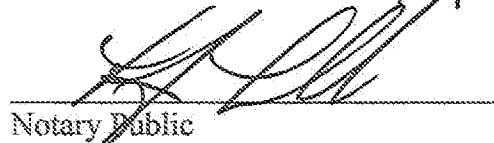


Ahmed Hassan
CEO

STATE OF Florida :
COUNTY OF Miami-Dade :

On this 01st day of June, 2016, before me, a Notary Public in and for the State and County aforesaid, personally appeared Ahmed Hassan known by me to be the person of the above name and an officer of Healthineers duly authorized to execute this Assignment on behalf of Healthineers and who signed and executed the foregoing instrument on behalf of Healthineers. Given under my hand and seal of office this 01st day of June, 2016.

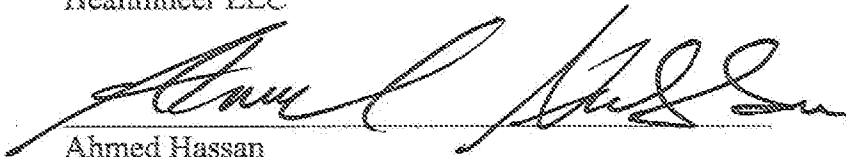
My commission expires: 01/01/2018


Notary Public

LUIS JAVIER LAVALLE
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF080296
Expires 1/1/2018

ASSIGNEE

Healthineer LLC

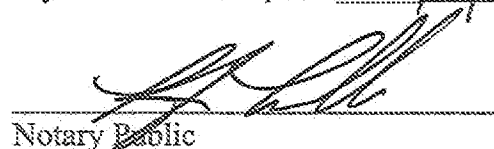


Ahmed Hassan
CEO

STATE OF Florida :
COUNTY OF Miami-Dade :

On this 01st day of June, 2016, before me, a Notary Public in and for the State and County aforesaid, personally appeared Healthineer LLC known by me to be the person of the above name and an officer of Healthineer LLC duly authorized to execute this Assignment on behalf of Healthineer LLC and who signed and executed the foregoing instrument on behalf of Healthineer LLC. Given under my hand and seal of office this 01st day of June, 2016.

My commission expires: 01/01/2018


Notary Public

LUIS JAVIER LAVALLE
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF080296
Expires 1/1/2018

TRADEMARK

REEL: 005807 FRAME: 0503

Exhibit 1
Trademarks

Serial Number	Registration Number	Mark
86900561	NA	HEALTHINEERS