

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM393672

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	NUNC PRO TUNC ASSIGNMENT
<b>EFFECTIVE DATE:</b>	07/31/2015

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Hopelab Foundation, Inc.		08/03/2016	Corporation:

## RECEIVING PARTY DATA

<b>Name:</b>	Welltok, Inc.
<b>Street Address:</b>	1515 Arapahoe Street, Tower 3 - Suite 700
<b>City:</b>	Denver
<b>State/Country:</b>	COLORADO
<b>Postal Code:</b>	80202
<b>Entity Type:</b>	Corporation: DELAWARE

## PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	3967482	ZAMZEE
Registration Number:	4139776	ZAMZEE
Registration Number:	4139781	ZAMZEE
Registration Number:	4053890	
Registration Number:	4139777	
Registration Number:	4020129	GO MORE, GET MORE
Registration Number:	4191219	ZAMZ

## CORRESPONDENCE DATA

Fax Number: 6098961469

*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.*

Phone: 2152992085

Email: ipdocket@foxrothschild.com

Correspondent Name: Michael J. Leonard

Address Line 1: Fox Rothschild LLP

Address Line 2: 997 Lenox Drive, Bldg. 3

Address Line 4: Lawrenceville, NEW JERSEY 08648-2311

<b>NAME OF SUBMITTER:</b>	Michael J. Leonard
<b>SIGNATURE:</b>	/michael leonard/

<b>DATE SIGNED:</b>	08/03/2016
<b>Total Attachments: 3</b> source=Zamzee_IP_Assignment_Executed_20160803#page1.tif source=Zamzee_IP_Assignment_Executed_20160803#page2.tif source=Zamzee_IP_Assignment_Executed_20160803#page3.tif	

## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("Assignment"), having an effective date of 31 July 2015, is entered into by and among Hopelab Foundation, Inc., a Delaware non-profit corporation ("Assignor") and Welltok, Inc., a Delaware Corporation ("Assignee").

WHEREAS, Assignor and Assignee entered into an Asset Purchase Agreement on 31 July 2015 (the "Asset Purchase Agreement"), in which Assignor agreed to convey, assign, transfer and deliver to Assignee its entire right, title and interest in and to certain properties, assets, rights, claims and contracts related to Assignor's Business.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and in the Asset Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

1. Assignment. Assignor hereby conveys, assigns, transfers, delivers and relinquishes exclusively to Assignee, free and clear of all Liens, all right, title and interest in and to the trademarks associated with Assignor's Business including but not limited to those listed on Exhibits A (the "Trademarks"), together with the goodwill of the business(es) that is/are symbolized by the Trademarks and the portion of the Assignor's business that is associated with the Trademarks, including but not limited to the right to obtain and maintain registrations of the Trademarks throughout the world, and the right to sue and recover any and all damages and profits, and any and all other remedies, for past, present or future infringements or violations thereof, all in Assignee's sole name.

2. Power of Attorney. Assignor does hereby constitute and appoint Assignee, its successors and assigns, Assignor's true and lawful attorney, with full power of substitution for Assignor, and in its name, place and stead or otherwise, but on behalf of and for the benefit of Assignee, its successors and assigns, to take all actions and execute all documents on behalf of Assignor necessary to effect the assignment set forth in the preceding paragraph, and from time to time to institute and prosecute in Assignor's name or otherwise, but at the direction and expense and for the benefit of Assignee and its successors and assigns, any and all proceedings at law, in equity or otherwise, which Assignee, its successors or assigns may deem proper in order to collect, assert, or enforce any claim, right or title of any kind in and to the Trademarks and to defend and compromise any and all actions, suits, and proceedings with respect to any of the Trademarks and to do any and all such acts and things in relation thereto as Assignee, its successors or assigns shall deem advisable, Assignor hereby declaring the appointment hereby made and the powers hereby granted are coupled with an interest and are and shall be irrevocable by Assignor in any manner or for any reason.

3. Further Assurances. Upon the request of Assignee or in case for any reason the power of attorney set forth herein is insufficient to effect the assignment set forth above or effect any other purpose set forth herein, Assignor agrees for itself and its successors, representatives and assigns, shall cooperate with Assignee in any action Assignee reasonably requests that Assignor take, in order to effectuate, carry out, or fulfill the parties' intent and/or Assignor's obligations hereunder, including, without limitation, the prompt execution of any instruments, notices, releases, certificates, powers of attorney, assurances, bills of sale, assignments and other documents and the taking of any actions that are necessary or desirable, in Assignee's sole discretion, to consolidate, confirm, vest and/or record Assignee's full and complete ownership of the Trademarks.

4. Entire Agreement. This Assignment and the Asset Purchase Agreement contain the entire agreement of the parties with respect to the subject matter of this Assignment. No prior agreement or understanding pertaining to any such matter shall be effective. This Assignment may only be modified in a written instrument executed by the parties.

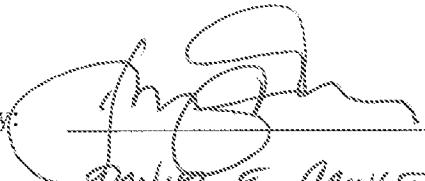
5. Binding Assignment. This Assignment shall be binding upon and inure to the benefit of each of the parties hereto, their successors and assigns.


6. Counterparts. This Assignment may be executed in two or more counterparts, including by facsimile or electronic signature, each of which shall be deemed an original but all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, each of the Parties has hereunto caused this Agreement to be duly executed on the date first above written.




HOPELAB FOUNDATION, INC.

WELLTOK, INC.

By:   
Name: DANIEL E. CANLEY  
Title: C.O.O.  
Date: 8/3/2016

By:   
Name: JAMES J. SUCCINI  
Title: SVP  
Date: 8/1/16

**EXHIBIT A - Registered Trademarks**

Trademark	Serial No. Registration No	Status
ZAMZEE	RN: 3967482 SN: 77962712	Registered
ZAMZEE	RN: 4139776 SN: 85110210	Registered
<u>ZAMZEE (Stylized)</u> 	RN: 4139781 SN: 85111285	Registered
Design Only  	RN: 4053890 SN: 85110284	Registered
Design Only  	RN: 4139777 SN: 85110366	Registered
GO MORE, GET MORE	RN: 4020129 SN: 77905920	Registered
ZAMZ	RN: 4191219 SN: 85110343	Registered