

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM412071

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GOLDEN GATE ANCILLARY LLC		12/30/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	AEGIS THERAPIES, INC.		
Street Address:	1000 Fianna Way		
City:	Fort Smith		
State/Country:	ARIZONA		
Postal Code:	72919		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3049860	AEGIS THERAPIES	
Registration Number:	3400129	AEGIS THERAPIES	
Registration Number:	3400128	AEGIS THERAPIES	
Registration Number:	4191000	ENERG BY AEGIS	
Registration Number:	3625387	ORTHOPEDIC CENTER OF EXCELLENCE	
CORRESPONDENCE DATA			
Fax Number:	4045725100		
<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:	404-572-3431		
Email:	cfraser@kslaw.com		
Correspondent Name:	Carol Fraser, Paralegal		
Address Line 1:	1180 Peachtree Street		
Address Line 2:	King & Spalding LLP		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	AEGIS - 18464.015282		
NAME OF SUBMITTER:	Carol Fraser		
SIGNATURE:	//Carol Fraser//		
DATE SIGNED:	01/12/2017		

CH \$140.00 3049860

Total Attachments: 9

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INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this “**Assignment**”) is made and entered into as of December 30, 2016 by and between Golden Gate Ancillary LLC, a Delaware limited liability company (“**Assignor**”), and Aegis Therapies, Inc., a Delaware Corporation (“**Assignee**”).

RECITALS

A. Assignee desires to acquire Assignor’s entire right, title and interest in and to certain intellectual property assets; and

B. Assignor has agreed to execute and deliver this Assignment for recording with the United States Patent and Trademark Office, the United States Copyright Office and corresponding entities or agencies in any applicable jurisdiction.

AGREEMENT

In consideration of the mutual covenants and agreements set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. Assignment. Assignor hereby irrevocably and unconditionally grants, conveys, transfers and assigns to Assignee, and Assignee hereby accepts, all of Assignor’s right, title and interest in and to the following (the “**IP Assets**”):

(a) the patents and patent applications set forth on Schedule A hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof (the “**Patents**”);

(b) the trademark registrations and applications set forth on Schedule B hereto and all issuances, extensions, and renewals thereof (the “**Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

(c) the copyright registrations, applications for registration and exclusive copyright licenses set forth on Schedule C hereto and all issuances, extensions, and renewals thereof (the “**Copyrights**”);

(d) the domain names set forth on Schedule D hereto (the “**Domain Names**”), together with the goodwill of the business connected with the use of, and symbolized by, the Domain Names;

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

(f) 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

(g) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on 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.

Section 2. Unassignable IP. If Assignor has any intellectual property rights in and to the IP Assets that cannot be assigned as a matter of law (the “**Unassignable IP Rights**”), Assignor hereby grants to Assignee, and Assignee hereby accepts, an exclusive (without reservation), irrevocable, perpetual, worldwide, transferable, fully-paid and royalty-free license, with the right to sublicense through multiple tiers, under the Unassignable IP Rights, to fully utilize the IP Assets in any manner without any restriction, and Assignor hereby unconditionally and irrevocably waives and quitclaims to Assignee any and all claims and causes of action of any kind against Assignee, its successors, assigns and other legal representatives, and its licensees (through multiple tiers) with respect to such rights, and agrees, at Assignee’s request and expense, to consent to and join in any action to enforce such rights. Assignor further waives any “moral” rights, or other rights with respect to attribution of authorship or integrity relating to the IP Assets as Assignor may have under any applicable law under any legal theory.

Section 3. Registration. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States Patent and Trademark Office, the Register of Copyrights in the United States Copyright Office and the empowered officials of all other governments, and the diverse registrars, commissioners and other official authorities in the various affected jurisdictions to record Assignee as the owner of the IP Assets and to issue to Assignee, in lieu of Assignor, in accordance with this instrument, all future certificates, notices and any other communications and documents bearing on the IP Assets.

Section 4. Further Assurances. Assignor and Assignee shall execute and deliver such instruments and take such other actions as may reasonably be required in order to carry out the intent of this Assignment and to evidence and effectuate the transactions contemplated herein. Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee 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 IP Assets to Assignee, or any assignee or successor thereto. If Assignee or its successor or assignee is unable, for any reason, to obtain a signature of Assignor on a document necessary to perfect the transfer or assignment of the IP Assets, Assignor hereby irrevocably appoints Assignee as his agent and attorney-in-fact, which appointment is coupled with an interest, to act for and on behalf of Assignor to execute, verify, and file any documents with the same legal force and effect as if executed by Assignor.

Section 5. Representations and Warranties. Assignor represents and warrants that Assignor has the full right and authority to enter into this Assignment and to grant

the rights granted and perform its obligations hereunder, and that Assignor has not granted to any third party any security interest, option, lien, license, or encumbrance of any nature, on the IP Assets.

Section 6. Severability; Amendment. Any provision in this Assignment which is illegal, invalid or unenforceable shall be ineffective to the extent of such illegality, invalidity or unenforceability, without affecting in any way the remaining provisions hereof. This Assignment may not be amended except by execution and delivery of an instrument in writing signed by officers of Assignor and Assignee on behalf of Assignor and Assignee.

Section 7. Entire Agreement; No Third-Party Beneficiaries. This Assignment, including the Schedules and other documents attached or referred to herein, which form a part hereof, embodies the entire agreement and understanding of the parties hereof, and supersedes all prior or contemporaneous agreements or understandings (whether written or oral) among the parties, in respect to the subject matter contained herein. This Assignment and the obligations hereunder are not intended to confer any rights or remedies to any third party and are not intended to operate, in anyway, as an agreement for the benefit of any third party.

Section 8. Successors and Assigns. This Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns. This Assignment and the rights and obligations hereunder shall not be assignable by Assignor without the prior written consent of Assignee, and any such purported assignment without such consent shall be void. This Assignment and the rights and obligations hereunder shall be assignable by Assignee without the written consent of Assignor.

Section 9. Governing Law. This Assignment is deemed to have been made in the State of Delaware, and its interpretation, its construction and the remedies for its enforcement or breach are to be applied pursuant to, and in accordance with, the laws of the State of Delaware without reference to conflict of laws provisions thereunder.

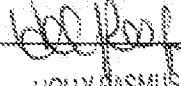
Section 10. Counterparts. This Assignment may be executed in facsimile and in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, Assignor and Assignee have caused their respective duly authorized representative to execute this Assignment as of the date first written above.

ASSIGNOR:

GOLDEN GATE ANCILLARY LLC

By 
Name: _____
Title: HOLLY RASMUSSEN-JONES
SECRETARY

[Signature Page to Intellectual Property Assignment]

IN WITNESS WHEREOF, Assignor and Assignee have caused their respective duly authorized representative to execute this Assignment as of the date first written above.

ASSIGNEE:

AEGIS THERAPIES, INC.

By Matthew Schran
Name:
Title:

[Signature Page to Intellectual Property Assignment]

TRADEMARK
REEL: 005964 FRAME: 0251


SCHEDULE A

ASSIGNED PATENTS AND PATENT APPLICATIONS

None.

SCHEDULE B

ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

Citation	Status	Registration Number	Class	Owner Name
AEGIS THERAPIES 	Renewed	Reg 3049860 App 78520300	44	GOLDEN GATE ANCILLARY LLC
AEGIS THERAPIES 	Registered	Reg 3400129 App 78957744	44	GOLDEN GATE ANCILLARY LLC
AEGIS THERAPIES AEGIS THERAPIES	Registered	Reg 3400128 App 78957720	44	GOLDEN GATE ANCILLARY LLC
ENERG BY AEGIS ENERG BY AEGIS	Registered	Reg 4191000 App 77814768	44	GOLDEN GATE ANCILLARY LLC
ORTHOPEDIC CENTER OF EXCELLENCE Orthopedic Center of Excellence	Registered	Reg 3625387 App 77389650	44	GOLDEN GATE ANCILLARY LLC

SCHEDULE C

ASSIGNED COPYRIGHT REGISTRATIONS, APPLICATIONS AND LICENSES

None.

SCHEDULE D

ASSIGNED DOMAIN NAMES

aegistherapies.com
aegis-therapies.com
aegis.jobs
aegisacuterehab.com
aegisathome.com
aegiselearn.com
aegiselearning.com
aegisfla.com
aegislearning.com
aegismedicalsupply.com
aegismedicalsupply.net
aegisrehabservices.com
aegistherapies.biz
aegistherapies.info
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