

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM415650

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
SmartHealth, Inc.		02/09/2017	Corporation: ARIZONA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ProSites, Inc.		
<b>Street Address:</b>	27919 Jefferson Avenue		
<b>Internal Address:</b>	Suite 103		
<b>City:</b>	Temecula		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92590		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4126120	PRACTICEMOJO	
<b>Serial Number:</b>	85851596	REACHALL DENTAL RECALL	
<b>Serial Number:</b>	77492307	THE ART OF EFFECTIVE COMMUNICATIONS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2165790212		
<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>			
<b>Phone:</b>	(216) 586-3939		
<b>Email:</b>	skoston@jonesday.com		
<b>Correspondent Name:</b>	Jones Day		
<b>Address Line 1:</b>	901 Lakeside Avenue		
<b>Address Line 2:</b>	North Point		
<b>Address Line 4:</b>	Cleveland, OHIO 44114		
<b>ATTORNEY DOCKET NUMBER:</b>	560255-031005 - sk		
<b>NAME OF SUBMITTER:</b>	Leozino Agozzino		
<b>SIGNATURE:</b>	/Leozino Agozzino/		
<b>DATE SIGNED:</b>	02/10/2017		
<b>Total Attachments: 4</b>			

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## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this “**Assignment**”), dated as of February 9, 2017, is entered into by and between SmartHealth, Inc., an Arizona corporation, (“**Assignor**”) and ProSites, Inc., a California corporation, (“**Assignee**”).

WHEREAS, Assignor is the owner of all rights, title and interest in and to the trademarks identified on the attached Exhibit A, the United States trademark applications and/or registrations therefore, together with all common law rights and the goodwill of the business associated therewith (the “**Marks**”), and has agreed to transfer to Assignee all right, title and interest in and to the Marks; and

WHEREAS, Assignee is desirous of acquiring all of Assignor’s rights, title and interest in and to the Marks and in and to the United States trademark applications and/or registrations therefore, together with the goodwill of the business associated therewith.

NOW, THEREFORE, for good and valuable consideration received by Assignor from Assignee, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignment of Marks. Assignor hereby irrevocably contributes, transfers, assigns, conveys and delivers unto Assignee, its successors and assigns, without reservation of any rights, title or interest, all rights, title, and interest in and to the Marks, any and all applications and registrations therefore, including, without limiting, the applications and registrations identified on the attached Exhibit A, together with that part of the goodwill of the business associated with the use of and symbolized by the Marks, the same to be held and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its successors, assigns, and subsidiaries, as fully and entirely as said rights, title and interest would have been held and enjoyed by Assignor if this sale, assignment, and transfer had not been made, including, without limitation, all common-law rights of Assignor in and/or to the Marks and Assignor’s right to sue for all claims, demands and/or causes of action, both at law and in equity for past, current or future claims, demands and/or causes of action, that Assignor may have on account of any infringement, claim of unfair competition, likelihood of confusion or dilution of the Marks or any other claim or cause of action related to any of the Marks prior to and following the effective date of this Assignment. Assignor hereby authorizes the appropriate empowered officials at the United States Patent and Trademark Office to transfer all registrations and pending applications for the Marks to Assignee as assignee of the entire right, title and interest therein or otherwise as Assignee may direct, in accordance with this Assignment. The Assignor further agrees, upon reasonable request and without further compensation, that the Assignor and its legal representatives and assigns will do all lawful acts, including the execution of papers and the giving of testimony, that may be necessary or desirable for obtaining, sustaining, reissuing or enforcing said registrations in the United States and throughout the world for such Marks, and for perfecting, recording, or maintaining the title of the Assignee, its successors and assigns, to such Marks and any registrations issued for such Marks.


2. Counterparts. This Assignment may be signed in counterparts, which together shall constitute one agreement. If this Assignment is signed in counterparts, no party shall be bound until both parties have duly executed, or caused to be duly executed, a counterparty of this Assignment.

**[SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed and such Assignment is effective as of the date first set forth above.

ASSIGNOR:

SMARTHEALTH, INC.

By:   
Name: Dan Nahomy  
Title: Executive Vice President/Chief  
Financial Officer

ASSIGNEE:

PROSITES, INC.

By: \_\_\_\_\_  
Name: Alan Peyrat  
Title: Vice President and Secretary

[Signature Page to Trademark Assignment Agreement]

NAI-1502348688

**TRADEMARK**  
**REEL: 005986 FRAME: 0188**

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed and such Assignment is effective as of the date first set forth above.

**ASSIGNOR:**

SMARTHEALTH, INC.

By: \_\_\_\_\_

Name: Dan Nahom

Title: Executive Vice President/Chief  
Financial Officer

**ASSIGNEE:**

PROSITES, INC.

By: \_\_\_\_\_

Name: Alan Peyrat

Title: Vice President and Secretary



**EXHIBIT A**


<b>Trademark</b>	<b>Application. No.</b>	<b>Filing Date</b>	<b>Registration. Date</b>	<b>Registration No.</b>
PRACTICEMOJO and Design 	85/065680	6/17/2010	4/10/2012	4,126,120
REACHALL DENTAL RECALL	85/851596	2/15/2013	Abandoned 3/3/2014	
THE ART OF EFFECTIVE COMMUNICATIONS	77/492307	6/5/2008	Abandoned 10/13/2009	

Exhibit A

NAI-1502348688v3

**RECORDED: 02/10/2017**

**TRADEMARK  
REEL: 005986 FRAME: 0190**