# CH \$90.00 4120

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM415650

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

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
SmartHealth, Inc.		02/09/2017	Corporation: ARIZONA

### **RECEIVING PARTY DATA**

Name:	ProSites, Inc.	
Street Address:	27919 Jefferson Avenue	
Internal Address:	Suite 103	
City:	Temecula	
State/Country:	CALIFORNIA	
Postal Code:	92590	
Entity Type:	Corporation: CALIFORNIA	

### **PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark	
Registration Number:	4126120	PRACTICEMOJO	
Serial Number:	85851596	REACHALL DENTAL RECALL	
Serial Number:	77492307	THE ART OF EFFECTIVE COMMUNICATIONS	

### **CORRESPONDENCE DATA**

**Fax Number:** 2165790212

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:** (216) 586-3939

Email: skoston@jonesday.com

Correspondent Name: Jones Day

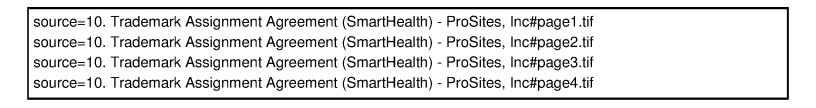
Address Line 1: 901 Lakeside Avenue

Address Line 2: North Point

Address Line 4: Cleveland, OHIO 44114

ATTORNEY DOCKET NUMBER:	560255-031005 - sk
NAME OF SUBMITTER:	Leozino Agozzino
SIGNATURE:	/Leozino Agozzino/
DATE SIGNED:	02/10/2017
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**Total Attachments: 4** 



### 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. <u>Counterparts</u>. 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.

ASS	IGN	OR:

SMARTHEALTH, INC.

By: \_\_\_\_\_/ Name: Øan Nahom

Title: (Executive Vice President/Chief

Financial Officer

ASSIGNEE:

PROSITES, INC.

Name: Alan Peyrat

Title: Vice President and Secretary

[Signature Page to Trademark Assignment Agreement]

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

Trademark	Application. No.	Filing Date	Registration. Date	Registration No.
PRACTICEMOJO and Design	85/065680	6/17/2010	4/10/2012	4,126,120
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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**