

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM416143

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WellDyne, Inc.		02/13/2017	Corporation: FLORIDA
RECEIVING PARTY DATA			
Name:	WellDyne Rx, Inc.		
Street Address:	500 Eagles Landing Drive		
City:	Lakeland		
State/Country:	FLORIDA		
Postal Code:	33810		
Entity Type:	Corporation: FLORIDA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4565221	DYNAMIC COPAY	
CORRESPONDENCE DATA			
Fax Number:	4072445690		
<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:	407-418-8880		
Email:	ipteam@gray-robinson.com		
Correspondent Name:	Thomas C. McThenia, Jr./GrayRobinson PA		
Address Line 1:	301 East Pine Street, Suite 1400		
Address Line 4:	Orlando, FLORIDA 32801		
ATTORNEY DOCKET NUMBER:	272063-4		
NAME OF SUBMITTER:	Thomas C. McThenia, Jr.		
SIGNATURE:	/thomas c mcthenia jr/		
DATE SIGNED:	02/14/2017		
Total Attachments: 4			
source=2017-02-13.Trademark Assignment#page1.tif			
source=2017-02-13.Trademark Assignment#page2.tif			
source=2017-02-13.Trademark Assignment#page3.tif			
source=2017-02-13.Trademark Assignment#page4.tif			

CH \$40.00 4565221

TRADEMARK ASSIGNMENT

This **FEDERAL TRADEMARK ASSIGNMENT** (this “**Assignment**”), is made and agreed to as of this 13th day of February 2017 by and between, **WellDyne, Inc.**, a Florida corporation with its principal place of business at 500 Eagles Landing Drive, Lakeland, Florida 33810, and its Subsidiaries (“**Assignor**”), and **WellDyneRx, Inc.**, a Florida corporation, located at 500 Eagles Landing Drive, Lakeland, Florida, 33810 (“**Assignee**”). Capitalized terms used in this Assignment which are otherwise not defined shall have the meanings ascribed to them in the IP Assignment and Assumption Agreement.

WHEREAS, Assignor is the owner of certain trademarks, including trademark registrations and trademark applications, and the associated goodwill as identified in **Appendix 1** (the “**Trademarks**”), attached to and incorporated by reference into this Assignment;

WHEREAS, Assignee is desirous of acquiring the Trademarks and all associated goodwill and confirming and recording said assignment of the Trademarks with the United States Patent and Trademark Office; and

WHEREAS, Assignor and Assignee have entered into an IP Assignment and Assumption Agreement of even date herewith (the “**IP Assignment and Assumption Agreement**”).

NOW THEREFORE, for good and valuable consideration in the sum of Ten Dollars (\$10.00), payable upon execution of this Assignment, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Assignment of Trademarks.** Assignor does hereby sell, assign, transfer, convey, and deliver to Assignee, and Assignee does hereby purchase, acquire and accept, all of Assignor’s right, title, and interest in, to and under the Trademarks, together with the goodwill of the business connected with and symbolized by the Trademarks, as well the right to bring any and all claims for infringement of said Trademarks which claims arose, or are based on acts that occurred, prior to the date of this Assignment and all rights to damages or profits, due or accrued, arising out of infringement of such Trademark or injury to said goodwill occurring after the date hereof and the right to sue for and receive the same in the Assignee’s own name except for any such claims and rights to attorneys’ fees, costs, damages or profits to the extent relating to Assignor in connection with a Litigation, License Agreement and the subject matter thereof, which shall, be retained by Assignor.

2. **Effectuate Transfer.** Assignor agrees to reasonably cooperate with Assignee and to follow Assignee's reasonable instructions and to take all actions and to do all things necessary and proper in order to effectuate the transfer of the Trademarks including but not limited to, recording of said assignment in a timely manner with the United States Patent and Trademark Office.

3. **Authorization.** Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks, and the corresponding entity or agency in any applicable foreign country, to record Assignee as assignee and owner of the entire right, title and interest in and to the Trademarks.

4. **General.**

a. Governing Law. This Assignment will be construed in accordance with and governed by the laws of the state of Delaware, without giving effect to the conflict of law principles.

b. Severability. In the event that any provision of this Assignment is held to be unenforceable under applicable law, this Assignment will continue in full force and effect without such provision and will be enforceable in accordance with its terms.

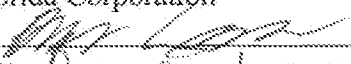
c. No Modification. For clarity, this Assignment shall be subject to, and nothing contained in this Assignment is intended to or shall be deemed to modify, alter, amend, expand upon or otherwise change any of the terms and conditions of or under, the IP Assignment and Assumption Agreement.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, this Assignment has been executed on behalf of Assignor by its duly authorized officer as of the date first above written.

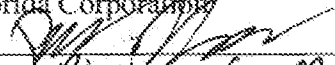
"Assignor"

WELLDYNE, INC.,
A Florida Corporation

By: 
Name: Pamela Lamerdela
Title: CEO
Address: _____

Acknowledged by "Assignee"

WellDyneRx, Inc.,
A Florida Corporation

By: 
Name: Philip G. Mawry
Title: CLO
Address: _____

APPENDIX 1
Trademarks

Serial No	Reg. No.	Mark
85894470	4565221	Dynamic Copay
85894437	N/A	Dynamic Copay