

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM426526

<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>
Matrix Healthcare Services, Inc.		04/27/2017	Corporation: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Matrix Pharmacy, LLC		
<b>Street Address:</b>	3111 W. Dr. Martin Luther King Jr. Blvd.		
<b>Internal Address:</b>	Suite 800		
<b>City:</b>	Tampa		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	33607		
<b>Entity Type:</b>	Limited Liability Company: FLORIDA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3864085	1 CLICK ANCILLARY	
<b>Registration Number:</b>	3898088	CARE CART	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8132270498		
<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>	813-227-7401		
<b>Email:</b>	mmason@trenam.com		
<b>Correspondent Name:</b>	Monica B. Mason, Esq.		
<b>Address Line 1:</b>	101 E. Kennedy Blvd.		
<b>Address Line 2:</b>	Suite 2700		
<b>Address Line 4:</b>	Tampa, FLORIDA 33602		
<b>NAME OF SUBMITTER:</b>	Monica B. Mason, Esq.		
<b>SIGNATURE:</b>	/monica b. mason/		
<b>DATE SIGNED:</b>	05/08/2017		
<b>Total Attachments: 2</b>			
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source=Assignment of Service Marks to Matrix Pharmacy, LLC#page2.tif			

CH \$65.00 3864085

## ASSIGNMENT

WHEREAS, Matrix Healthcare Services, Inc., a Florida corporation having a place of business at 3111 W. Dr. Martin Luther King Jr. Blvd., Suite 800, Tampa, Florida 33607 (hereinafter "ASSIGNOR"), is the owner of the registered service marks 1 Click Ancillary® (Reg. No. 3,864,085) and Care Cart® (Reg. No.3,898,088) (hereinafter, collectively, the "Service Marks").

WHEREAS, Matrix Pharmacy, LLC, a Florida limited liability company having a place of business at 3111 W. Dr. Martin Luther King Jr. Blvd., Suite 800, Tampa, Florida 33607 (hereinafter referred to as ASSIGNEE), is desirous of acquiring the entire interest in, to and under said Service Marks.

NOW, THEREFORE, in consideration of and in exchange for the sum of one U.S. Dollar (US \$1), the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR hereby sells and assigns to ASSIGNEE, its successors and assigns, throughout the world any and all right, title and interest that ASSIGNOR may have, or may acquire in the future, in and to said Service Marks and the goodwill symbolized thereby, together with all unsatisfied claims for damages by reason of past infringement of said Service Marks, with the right to sue for such damages and collect same for its own use and benefit and for the use and benefit of its successors and assigns. For the avoidance of doubt, ASSIGNEE acknowledges and agrees that the Service Marks do not include any of the design elements that are currently used by ASSIGNOR in connection with such Service Marks; all such design elements are expressly retained by ASSIGNOR and excluded from this assignment.

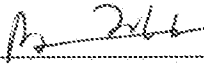
ASSIGNOR hereby constitutes and appoints ASSIGNEE, its successors and assigns, the true and lawful attorney or attorneys of ASSIGNOR, with full power of substitution, for it and in its name and stead or otherwise, but at the sole expense and on behalf of and for the benefit of ASSIGNEE, its successors and assigns, to institute and prosecute from time to time, any proceedings at law, in equity or otherwise, that ASSIGNEE, its successors or assigns, may deem proper in order to assert or enforce any claim, right or title of any kind in and to the Service Marks hereby sold and transferred, and to defend and compromise any and all actions, suits or proceedings in respect of any of said Service Marks, and generally to do any and all such acts and things in relation thereto as ASSIGNEE, its successors or assigns, shall deem advisable, including, but not limited to, the execution and delivery of any and all assignments and instruments in furtherance hereof. ASSIGNOR declares that the appointment hereby made and the powers hereby granted are coupled with an interest and shall be irrevocable by ASSIGNOR.

This instrument and all of its terms shall inure to the benefit of and shall bind the ASSIGNOR and ASSIGNEE and their respective successors and assigns.

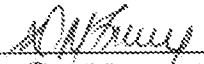
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IN WITNESS WHEREOF, ASSIGNOR and ASSIGNEE have caused this instrument to be executed and delivered by their proper officers thereunto duly authorized.

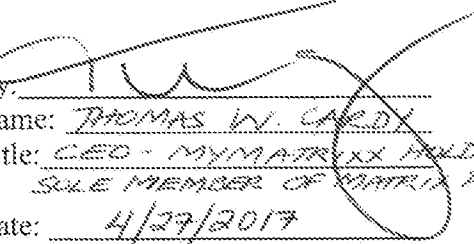
**MATRIX HEALTHCARE SERVICES, INC.**

By:   
Name: BETTINA M. DUMAR  
Title: CFO/TREASURER  
Date: 4/27/2017

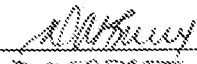
WITNESSED:

By:   
Name: DESSEREE M. FACEY  
Date: 4/27/2017

**MATRIX PHARMACY, LLC**

By:   
Name: THOMAS W. CARDY  
Title: CEO - MYMATRIX HOLDINGS, INC.,  
SOLE MEMBER OF MATRIX PHARMACY, LLC  
Date: 4/27/2017

WITNESSED:

By:   
Name: DESSEREE M. FACEY  
Date: 4/27/2017