

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM443951

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DSI Assignments LLC		09/07/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	EasyDx, Inc.		
Street Address:	2656 Patton Road		
City:	Roseville		
State/Country:	MINNESOTA		
Postal Code:	55113		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	5002573	LIFEHEALTH	
Registration Number:	4893487	LIFEHEALTH DIAGNOSTICS FOR BETTER HEALTH	
Registration Number:	2974539	TRUPOINT	
Registration Number:	2974538	IRMA TRUPOINT	
Registration Number:	1875871	IRMA	
Registration Number:	5177827	IRMAVET	
CORRESPONDENCE DATA			
Fax Number:	4048156555		
<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:	4048156500		
Email:	mcarson@ktslaw.com		
Correspondent Name:	Christine P. James		
Address Line 1:	Kilpatrick Townsend & Stockton LLP		
Address Line 2:	1100 Peachtree Street NE, Suite 2800		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	1054386		
NAME OF SUBMITTER:	Michael Carson		
SIGNATURE:	/Michael Carson/		

OP \$165.00 5002573

DATE SIGNED:	09/21/2017
Total Attachments: 5 source=EXECUTED - Trademark Assignment#page1.tif source=EXECUTED - Trademark Assignment#page2.tif source=EXECUTED - Trademark Assignment#page3.tif source=EXECUTED - Trademark Assignment#page4.tif source=EXECUTED - Trademark Assignment#page5.tif	

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment") is made as of this 8th day of September, 2017, by DSI Assignments LLC, a Delaware limited liability corporation, solely in its capacity as assignee for the benefit of creditors of LifeHealth, LLC ("Seller") to EasyDx, Inc., a Delaware corporation ("Buyer"). All capitalized terms used but not defined herein shall have the meanings set forth in the Purchase Agreement (as defined below).

WHEREAS, LifeHealth LLC ("LifeHealth") assigned its assets to Seller pursuant to that certain General Assignment for the Benefit of Creditors filed in the Second Judicial District Court for Ramsey, Minnesota as Court File No. File No. 62-CV-17-4154 on July 11, 2017;

WHEREAS, Seller and Buyer are parties to that certain Asset Purchase Agreement, dated as of August 18, 2017 (the "Purchase Agreement"), pursuant to which Seller has agreed to sell, assign, transfer, convey and deliver to Buyer, and Buyer has agreed to acquire from Seller, all right, title and interest in the Acquired Assets (as defined in the Purchase Agreement), free and clear of any Liens, including, without limitation, the trademarks set forth on Schedule A hereto (the "Transferred Trademarks") and the domain names set forth on Schedule A hereto ("Transferred Domain Names");

WHEREAS, pursuant to the Purchase Agreement, Seller has agreed to execute this Assignment to evidence the transfer of the Transferred Trademarks and Transferred Domain Names to Buyer; and

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby sells, assigns, transfers, conveys and delivers to Buyer, and Buyer hereby acquires all right, title and interest in and to the Transferred Domain Names and Transferred Trademarks, including without limitation the trademark registrations and applications listed on Schedule A hereto, as well as any rights of priority and any common law rights in and to any trademarks of LifeHealth owned by Seller throughout the world, together with the goodwill of the business connected with and symbolized by the Transferred Domain Names and Transferred Trademarks. Seller will execute or otherwise complete all applicable paperwork or electronic forms required by the Registrar to transfer the Transferred Domain Names to Buyer and shall otherwise cooperate as necessary to transfer the Transferred Domain Names. As of the Closing Date, Buyer shall enjoy all benefit of the Transferred Trademarks and Transferred Domain Names and all rights of ownership of the Transferred Trademarks and Domain Names, including, without limitation, the right to exploit, use, license and dispose of the Transferred Trademarks and the right to all proceeds of the foregoing, including the right to institute, continue or defend any past, present or future suit or action relating to the Transferred Trademarks and to recover damages and any other remedies for any past, present or future infringement thereof. To that effect, Buyer is subrogated to all Seller's rights and actions, in substitution for those of Seller.

Notwithstanding anything to the contrary contained herein, the terms of this Assignment are subject to the terms, provisions, conditions and limitations set forth in the Purchase Agreement, and Seller and Buyer hereby acknowledge and agree that none of the representations, warranties, covenants and agreements, nor the rights, remedies or obligations of the parties to the Purchase

Agreement shall be deemed to be enlarged, diminished, modified or altered in any way by this Assignment, but shall remain in full force and effect to the full extent provided therein. In the event the terms of this Assignment conflict with the terms of the Purchase Agreement, the terms of the Purchase Agreement shall govern.

[Signature page follows]

IN WITNESS WHEREOF, the Seller has caused its duly authorized officer to execute this Trademark Assignment Agreement as of this 20 day of September, 2017.

Seller

DSI ASSIGNMENTS LLC, solely in its capacity as Buyer for the benefit of creditors of LifeHealth, LLC

By: Steven L. Victor


Name: Steven L. Victor

Title: Senior Managing Director of Development Specialists, Inc., the sole managing member of DSI Assignments, LLC

State of _____)
County of _____) ss.:

On this 7th day of September, 2017, before me, Lauren E. Lakeberg personally appeared Steven L. Victor, Senior Managing Director of Development Specialists, Inc., the sole managing member of DSI Assignments, LLC, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

Lauren E. Lakeberg
Notary Public 

AGREED TO AND ACCEPTED:

Buyer

EASYDX, INC.

By: _____

Name: _____

Title: _____

Schedule A

Transferred Trademarks and Transferred Domain Names

Trademarks:

LIFEHEALTH (Registration number 5002573)
LIFEHEALTH DIAGNOSTICS FOR BETTER HEALTH (Registration number 4893487)
TRUPOINT (Registration number 2974539)
IRMA TRUPOINT (Registration number 2974538)
IRMA Registration number 1875871)
IRMAVET (Registration number 5177827)

Domain Names:

lifehealthdiagnostics.net
lifehealthdx.net
lifehealthmed.com
lifehealthmed.net
lifehealthmedical.net
irmalh.com
irmapoc.com
irmavet.com
newirma.com
lifehealthdiagnostics.com
lifehealthdx.com
lifehealthmedical.com

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