

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM450237

<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>
The HealthCentral Network, Inc.		11/07/2017	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Remedy Health Media, LLC		
<b>Street Address:</b>	750 Third Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10017		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2688961	MDCHOICE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2127106086		
<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>	212 326 0418		
<b>Email:</b>	rdebrauwere@pryorcashman.com, mhuhq@pryorcashman.com, jalbrink@pryorcashman.com		
<b>Correspondent Name:</b>	Robert J. deBrauwere		
<b>Address Line 1:</b>	c/o Pryor Cashman LLP, 7 Times Square		
<b>Address Line 4:</b>	New York, NEW YORK 10036		
<b>ATTORNEY DOCKET NUMBER:</b>	22503.00001		
<b>NAME OF SUBMITTER:</b>	Robert J. deBrauwere		
<b>SIGNATURE:</b>	/ROBERT J DEBRAUWERE/		
<b>DATE SIGNED:</b>	11/08/2017		
<b>Total Attachments: 2</b>			
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## TRADEMARK ASSIGNMENT

This Assignment (this "Assignment") is made and entered into effective as of Nov 7, 2017 by and between The HealthCentral Network, Inc., a Delaware corporation ("Assignor"), on the one hand, and Remedy Health Media, LLC, a Delaware limited liability company ("Assignee"), on the other hand.

**WHEREAS**, Assignor is the owner of U.S. Registration No. 2,688,961 for the trademark MDCHOICE in cls. 9 and 16 (the "Mark");

**WHEREAS**, Assignee wishes to acquire from Assignor all of its right, title and interest in, to and under such Marks.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby sell, assign, transfer, convey, grant, and set over to Assignee for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns and other legal representatives forever as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, Assignor's entire right, title and interest in, to and under the Mark, throughout the world in perpetuity, and any registrations, renewals, reissues and extensions thereof, together with the goodwill associated with the Mark and that part of Assignor's business connected with the use thereof and symbolized thereby, and any and all of Assignor's other rights, privileges and priorities provided under state and federal law of the United States, and under the laws of any and all foreign jurisdictions with respect to the Mark, including without limitation, Assignor's common law rights and rights under the laws of unfair competition, and any and all rights to all income, royalties, damages, and payments now or hereafter due or payable in respect thereto, and in and to all causes of action (either in law or in equity) and the right to sue, counterclaim and recover for past, present, and/or future infringement, damages, or other unauthorized use of the rights currently known to Assignor as of the date hereof or that may become known after the date of this Assignment.

Assignor hereby represents and warrants that Assignor has the full right to convey the interest assigned by this Assignment, and has not conveyed any interest in or right to the Mark to any third party.

Assignor authorizes and requests the U.S. Patent and Trademark Office, or any foreign equivalent thereof, to record Assignee as the owner of the Mark as Assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.

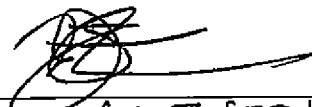
Assignor hereby agrees to execute any and all papers, and to perform such other proper acts, as may be reasonably necessary to secure to Assignee, or to its successors or assigns, the rights hereby transferred.

This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, have caused this Assignment to be duly executed below on the dates indicated by their duly authorized officers.

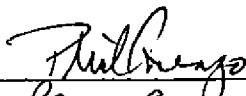
**ASSIGNOR:**

**THE HEALTHCENTRAL NETWORK, INC.**

By:   
Name: MARK J. STEIN  
Title: Director

**ASSIGNEE:**

**REMEDY HEALTH MEDIA, LLC**

By:   
Name: PETER GIALLORENZO  
Title: CFO