

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM452869

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
REMEDY HEALTH MEDIA, LLC		11/10/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	REMEDY HEALTH GROUP, LLC		
Street Address:	750 3rd Ave, 6th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 38			
Property Type	Number	Word Mark	
Serial Number:	77081178	CARECENTRAL	
Serial Number:	77432529		
Serial Number:	76417490	DIABETES FOCUS	
Serial Number:	75711247	DRUG CHECKER	
Serial Number:	75769186	FOODFIT	
Serial Number:	75768636	FOODFIT.COM	
Serial Number:	77288675	GET ACTIVE. EAT BETTER. UNWIND.	
Serial Number:	87064554	GO2DR	
Serial Number:	78307531	HEALTHCENTRAL	
Serial Number:	75877371	HEALTHCENTRAL	
Serial Number:	85040587	HEALTHCENTRAL MOOD 24/7	
Serial Number:	85083683	HEALTHCOMMUNITIES.COM	
Serial Number:	75491138	HEALTHSCOUT	
Serial Number:	75811025	HEALTHSQUARE	
Serial Number:	77430863	INTELECARE	
Serial Number:	77641390	INTELECARE	
Serial Number:	75871593	MDCHOICE	
Serial Number:	85040585	MOOD 24/7	
Serial Number:	87297408	MOOD 24/7	
TRADEMARK			

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Property Type	Number	Word Mark
Serial Number:	86028972	MY MD&ME
Serial Number:	85139721	R
Serial Number:	86596704	REAL EXPERTS REAL ANSWERS REAL INSPIRATI
Serial Number:	86596713	REAL PEOPLE REAL ANSWERS REAL INSPIRATIO
Serial Number:	85422414	REMEDY
Serial Number:	76377517	REMEDY
Serial Number:	86455229	REMEDY HEALTH GUIDES
Serial Number:	85034377	REMEDY HEALTH MEDIA
Serial Number:	85422420	REMEDY+
Serial Number:	85003997	REMEDYMD
Serial Number:	85139732	REMEDY'S HEALTHY LIVING
Serial Number:	86044278	THE BODY
Serial Number:	74665917	THE BODY
Serial Number:	75078481	THE BODY
Serial Number:	86044342	THE BODY PRO
Serial Number:	86044381	THE BODY PRO THE HIV RESOURCE FOR HEALTH
Serial Number:	86044369	THE BODY THE COMPLETE HIV/AIDS RESOURCE
Serial Number:	75553918	UROLOGYCHANNEL YOUR UROLOGY COMMUNITY
Serial Number:	74349078	WELLNESS LETTER

CORRESPONDENCE DATA

Fax Number: 9735972400

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: 9735972500

Email: lstrademark@lowenstein.com

Correspondent Name: Matthew P. Hintz, Esq.

Address Line 1: Lowenstein Sandler LLP

Address Line 2: One Lowenstein Drive

Address Line 4: Roseland, NEW JERSEY 07068

ATTORNEY DOCKET NUMBER:	31096.9
NAME OF SUBMITTER:	Matthew P. Hintz, Esq.
SIGNATURE:	/Matthew P. Hintz/
DATE SIGNED:	12/01/2017

Total Attachments: 9

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and delivered as of November 10, 2017 (the "Effective Date") by Remedy Health Media, LLC, a Delaware limited liability company (the "Assignor"), for the benefit of Remedy Health Group, LLC, a Delaware limited liability company (the "Assignee"). All capitalized terms used herein but not otherwise defined shall have the meanings given them in the Agreement (as defined below).

WHEREAS, the Assignor, the Assignee, the direct and indirect equity holders of Seller named therein and Dale Lang, as Sellers' Representative, have entered into that certain Asset Purchase Agreement dated as of November 10, 2017 (the "Agreement"); and

WHEREAS, pursuant to the Agreement, the Assignor has agreed to sell, transfer, contribute, and assign to the Assignee, and the Assignee wishes to accept, all of the Assignor's right, title and interest in and to the trademarks, service marks, and registrations and applications therefor included in the Acquired Assets, including those that are set forth on the attached Schedule A hereto, together with the goodwill of the business associated therewith (collectively, the "Marks").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. The Assignor hereby irrevocably assigns to the Assignee: (i) all of the Assignor's right, title, and interest in and to the Marks, together with the goodwill associated therewith and portion of the ongoing and existing business to which the Marks pertain; and (ii) any and all legal actions and rights and remedies at law or in equity for past infringements, misappropriations, or other violations of the Marks, including the right to sue for, collect, and retain all damages, profits, proceeds, and all other remedies associated therewith. The Assignor agrees to give the Assignee and/or any person designated by the Assignee all reasonable assistance that may be required to record and perfect the rights granted herein.

2. The Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any other official throughout the world whose duty is to register and record ownership in trademark registrations and applications for registration of trademarks, to record the Assignee as the assignee and owner of any and all of the Assignor's rights in the Marks.

3. All of the terms and provisions of this Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

4. No provision of this Assignment is intended to confer upon any person other than the parties hereto and their respective successors and assigns any rights or remedies hereunder.

5. The rights, duties and obligations of the parties hereunder shall be cumulative and in addition to the rights, duties and obligations of the parties under the Agreement. Nothing herein shall be deemed to limit the rights, duties and obligations of the parties under the Agreement and, to the extent of any conflict between the terms and conditions of this Agreement

and the terms and conditions of the Agreement, the terms and conditions of the Agreement shall govern, supersede and prevail.

6. This Agreement shall be construed, performed and enforced in accordance with, and governed by, the laws of the State of New York, without giving effect to the principles of conflicts of laws thereof.

[Signature Page Follows]

IN WITNESS WHEREOF, the Assignor has duly executed this Assignment as of the date first written above.

ASSIGNOR:

REDDY HEALTH MEDIA, LLC

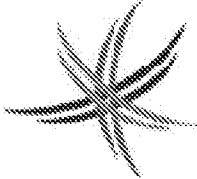
By: 

Name: Ms. Mary Chan


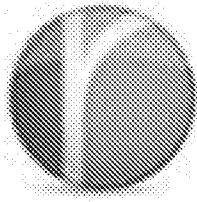
Title: CEO

[Signature page to Trademark Assignment Agreement]


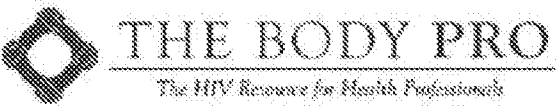
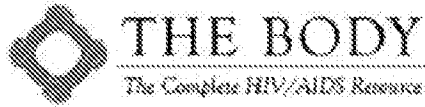

SCHEDULE A

Mark	Filing Date / Reg. Date	Ser. No. / Reg. No.
CARECENTRAL	Filing Date: Jan. 11, 2007 Registration Date: Mar. 31, 2009	RN: 3597042 SN: 77081178
Design Only 	Filing Date: Mar. 26, 2008 Registration Date: Apr. 21, 2009	RN: 3608308 SN: 77432529
DIABETES FOCUS	Filing Date: Jun. 03, 2002 Registration Date: Feb. 24, 2004	RN: 2818134 SN: 76417490
DRUG CHECKER	Filing Date: May 20, 1999 Registration Date: Mar. 28, 2000	RN: 2335966 SN: 75711247
FOODFIT	Filing Date: Aug. 06, 1999 Registration Date: Feb. 05, 2002	RN: 2537101 SN: 75769186
FOODFIT.COM	Filing Date: Aug. 05, 1999 Registration Date: Jun. 18, 2002	RN: 2582877 SN: 75768636
GET ACTIVE. EAT BETTER. UNWIND.	Filing Date: Sep. 25, 2007 Registration Date: May 27, 2008	RN: 3435515 SN: 77288675
GO2DR	Filing Date: Jun. 08, 2016	SN: 87064554
HEALTHCENTRAL	Filing Date: Sep. 30, 2003	RN: 2945931 SN: 78307531

	Registration Date: May 03, 2005	
HEALTHCENTRAL	Filing Date: Dec. 20, 1999 Registration Date: Dec. 05, 2000	RN: 2410643 SN: 75877371
HEALTHCENTRAL MOOD 24/7	Filing Date: May 17, 2010 Registration Date: Jan. 11, 2011	RN: 3903607 SN: 85040587
HEALTHCOMMUNITIES.COM	Filing Date: Jul. 13, 2010 Registration Date: Mar. 22, 2011	RN: 3934244 SN: 85083683
HEALTHSCOUT	Filing Date: May 27, 1998 Registration Date: Mar. 04, 2003	RN: 2693601 SN: 75491138
HEALTHSQUARE	Filing Date: Sep. 29, 1999 Registration Date: Apr. 03, 2001	RN: 2440314 SN: 75811025
INTELECARE	Filing Date: Mar. 25, 2008 Registration Date: Dec. 28, 2010	RN: 3895852 SN: 77430863
INTELECARE and Design	Filing Date: Dec. 30, 2008 Registration Date: Jul. 28, 2009	RN: 3660535 SN: 77641390

		
MDCHOICE	Filing Date: Dec. 14, 1999 Registration Date: Feb. 18, 2003	RN: 2688961 SN: 75871593
MOOD 24/7	Filing Date: May 17, 2010 Registration Date: Oct. 26, 2010	RN: 3868892 SN: 85040585
MOOD 24/7	Filing Date: Jan. 11, 2017 Registration Date: Aug. 01, 2017	RN: 5256233 SN: 87297408
MY MD&ME	Filing Date: Aug. 05, 2013 Registration Date: May 24, 2016	RN: 4962229 SN: 86028972
R and Design 	Filing Date: Sep. 28, 2010 Registration Date: Dec. 09, 2014	RN: 4653086 SN: 85139721
REAL EXPERTS REAL ANSWERS REAL INSPIRATION	Filing Date: Apr. 14, 2015	SN: 86596704

REAL PEOPLE REAL ANSWERS REAL INSPIRATION	Filing Date: Apr. 14, 2015	SN: 86596713
REMEDY	Filing Date: Sep. 14, 2011 Registration Date: Sep. 10, 2013	RN: 4400687 SN: 85422414
REMEDY	Filing Date: Mar. 04, 2002 Registration Date: Sep. 03, 2002	RN: 2615377 SN: 76377517
REMEDY HEALTH GUIDES	Filing Date: Nov. 14, 2014 Registration Date: Feb. 09, 2016	RN: 4897247 SN: 86455229
REMEDY HEALTH MEDIA	Filing Date: May 10, 2010 Registration Date: Apr. 14, 2015	RN: 4720423 SN: 85034377
REMEDY+	Filing Date: Sep. 14, 2011 Registration Date: Aug. 25, 2015	RN: 4799936 SN: 85422420
REMEDYMD	Filing Date: Apr. 01, 2010 Registration Date: May 17, 2016	RN: 4958032 SN: 85003997
REMEDY'S HEALTHY LIVING	Filing Date: Sep. 28, 2010 Registration Date: Dec. 09, 2014	RN: 4653087 SN: 85139732
THE BODY	Filing Date: Aug. 21, 2013 Registration Date: Jun. 09, 2015	RN: 4752535 SN: 86044278
THE BODY	Filing Date: Apr. 25, 1995 Registration Date: Mar. 11, 1997	RN: 2044710 SN: 74665917

<p>THE BODY and Design</p> 	<p>Filing Date: Mar. 26, 1996</p> <p>Registration Date: Apr. 22, 1997</p>	<p>RN: 2054807 SN: 75078481</p>
<p>THE BODY PRO</p>	<p>Filing Date: Aug. 21, 2013</p> <p>Registration Date: Jun. 09, 2015</p>	<p>RN: 4752537 SN: 86044342</p>
<p>THE BODY PRO THE HIV RESOURCE FOR HEALTH PROFESSIONALS and Design</p> 	<p>Filing Date: Aug. 21, 2013</p> <p>Registration Date: Jun. 09, 2015</p>	<p>RN: 4752539 SN: 86044381</p>
<p>THE BODY THE COMPLETE HIV/AIDS RESOURCE and Design</p> 	<p>Filing Date: Aug. 21, 2013</p> <p>Registration Date: Jun. 09, 2015</p>	<p>RN: 4752538 SN: 86044369</p>
<p>UROLOGYCHANNEL YOUR UROLOGY COMMUNITY and Design</p> 	<p>Filing Date: Sep. 16, 1998</p> <p>Registration Date: Oct. 12, 1999</p>	<p>RN: 2285385 SN: 75553918</p>

WELLNESS LETTER	Filing Date: Jan. 15, 1993 Registration Date: Aug. 30, 1994	RN: 1851436 SN: 74349078
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