

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM455997

<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>
Medulla LLC		12/22/2017	Limited Liability Company: ILLINOIS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	TVG-Medulla, LLC		
<b>Street Address:</b>	300 E. Randolph St.		
<b>Internal Address:</b>	Suite 4030		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60601		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3342826	CHIRO ONE WELLNESS CENTERS	
<b>Registration Number:</b>	4474081	CHIRO ONE WELLNESS CENTERS	
<b>Registration Number:</b>	4494249	WELLNESS SOURCE	
<b>Registration Number:</b>	4499376	WELLNESS ONE	
<b>Registration Number:</b>	4913271	MEDULLA	
<b>Registration Number:</b>	4949790	MEDULLA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4155911400		
<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>	415-591-1000		
<b>Email:</b>	trademarksSF@winston.com		
<b>Correspondent Name:</b>	Winston & Strawn LLP, Becky L. Troutman		
<b>Address Line 1:</b>	101 California Street		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94111		
<b>ATTORNEY DOCKET NUMBER:</b>	014781.00023		
<b>NAME OF SUBMITTER:</b>	Becky L. Troutman		
<b>SIGNATURE:</b>	/Becky L. Troutman/		

CH \$165.00 3342826

<b>DATE SIGNED:</b>	12/27/2017
<b>Total Attachments: 5</b> source=Medulla - TVG-Medulla - Assignment-Executed#page1.tif source=Medulla - TVG-Medulla - Assignment-Executed#page2.tif source=Medulla - TVG-Medulla - Assignment-Executed#page3.tif source=Medulla - TVG-Medulla - Assignment-Executed#page4.tif source=Medulla - TVG-Medulla - Assignment-Executed#page5.tif	

## **TRADEMARK ASSIGNMENT**

This Trademark Assignment (this "Trademark Assignment") is effective as of December 22, 2017 and is between Medulla, LLC, an Illinois limited liability company ("Assignor") and TVG-Medulla, LLC, a Delaware limited liability company ("Assignee").

### **RECITALS**

A. Assignor is the owner of the trademarks set forth on Schedule A hereto, together with the goodwill of the business associated therewith (collectively referred to as the "Marks");

B. Pursuant to the terms of that certain Asset Purchase Agreement dated as of the date hereof by and among Assignor, Assignee and certain other parties thereto (the "Purchase Agreement"), Assignor has agreed to transfer all of its right, title and interest in and to the Marks to Assignee;

C. In connection with the Purchase Agreement, Assignor has agreed to transfer substantially all of the assets of the business to which the Marks relate, and that such business is ongoing; and

D. Assignor desires to assign all of its right, title and interest in and to the Marks to Assignee and Assignee desires to acquire the Marks.

### **AGREEMENTS**

For the good and valuable consideration set forth in the Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignor does hereby irrevocably sell, assign, transfer, convey and deliver to Assignee, its successors and assigns, all of Assignor's right, title and interest, in and to the Marks, and all of the goodwill of the business associated with the Marks, together with that portion of Assignor's business to which the Marks pertain, all registrations and pending applications for the Marks, any renewals of the registrations, in all countries throughout the world, and all common law rights and copyright and domain name rights in the Marks worldwide, together with all rights and privileges granted and secured thereby, including all rights to register, renew, defend, and protect interests therein under the applicable laws of all jurisdictions and all claims, demands, income, damages, royalties, payments, accounts and accounts receivable now or hereafter due and/or payable, and rights of action, both statutory and based upon common law, that Assignor has or might have by reason of any past, present or future infringement or other violation of the Marks prior to, on, or after the date of this Trademark Assignment, together with the right to prosecute such claims, demands, and rights of action in Assignee's own name, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Trademark Assignment had not been made.
2. Assignor hereby requests the Commissioner for Trademarks at the United States Patent and Trademark Office (the "Commissioner"), as well as his or her counterparts at the

corresponding entities or agencies in any country or jurisdiction that may exercise authority over any of the Marks, to record this Trademark Assignment. Assignor hereby further requests the Commissioner and his or her non-US counterparts to issue any and all trademark registrations resulting from applications among the Marks or derived therefrom to Assignee as assignee of the entire interest therein.

3. This Trademark Assignment is in all respects subject to the provisions of the Purchase Agreement and is not intended in any way to supersede, limit, qualify or expand any provision of the Purchase Agreement.

4. Upon reasonable request by Assignee, Assignor will execute further papers (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation) and to do such other acts as may be necessary or reasonably requested by Assignee to vest full title in and to All Marks in Assignee or which may be necessary to obtain, renew, issue or enforce All Marks.

5. This Trademark Assignment may be executed in any number of counterparts (including by means of facsimile and electronically transmitted portable document format (pdf) signature pages), each of which shall be an original but all of which together shall constitute one and the same instrument.

6. This Trademark Assignment shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

7. No amendment of any provision of this Trademark Assignment shall be valid unless the same shall be in writing and signed by Assignor and Assignee. No waiver by any party of any provision of this Trademark Assignment or any default or breach of covenant hereunder, whether intentional or not, shall be valid unless the same shall be in writing and signed by the party against whom the waiver is to be effective nor shall such waiver be deemed to extend to any prior or subsequent default or breach of covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

8. This Trademark Assignment shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

\* \* \*

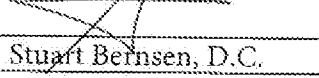
IN WITNESS WHEREOF, Assignor and Assignee have caused this Trademark Assignment to be executed as of the date first set forth above.

ASSIGNOR:

ASSIGNEE:

MEDULLA LLC

TVG-MEDULLA, LLC

By:   
Name: Stuart Berlsen, D.C.  
Its: President

By: \_\_\_\_\_  
Name: Amy M. Christensen  
Its: Vice President

**IN WITNESS WHEREOF**, Assignor and Assignee have caused this Trademark Assignment to be executed as of the date first set forth above.

**ASSIGNOR:**

MEDULLA LLC

**ASSIGNEE:**

TVG-MEDULLA, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

By: Amy M. Christensen  
Name: Amy M. Christensen  
Its: Vice President

**Schedule A**

**Trademark Applications and Registrations**

<b>Mark</b>	<b>Serial Number [Filing Date]</b>	<b>Registration Number [Registration Date]</b>
Chiro One logo	77-086,904 [Filed January 19, 2007]	3,342,826 [November 27, 2007]
Chiro One logo	85-909,806 [Filed April 19, 2013]	4,474,081 [January 28, 2014]
wellness source	85-973,382 [Filed June 28, 2013]	4,494,249 [Filed March 11, 2014]
Wellness One	85-851,867 [February 16, 2013]	4,499,376 [March 18, 2014]
Medulla	86-711,166 [Filed July 31, 2015]	4,913,271 [March 8, 2016]
Medulla logo	86-711,146 [Filed July 31, 2015]	4,949,790 [May 3, 2016]