

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM456292

<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>
HCA-HealthONE LLC		12/21/2017	Limited Liability Company: COLORADO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Karen McAvoy, Psy.D.		
<b>Street Address:</b>	631 Peterson Street		
<b>City:</b>	Fort Collins		
<b>State/Country:</b>	COLORADO		
<b>Postal Code:</b>	80524		
<b>Entity Type:</b>	INDIVIDUAL: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4350642	REAP	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3036293450		
<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>	303-629-3400		
<b>Email:</b>	docketing-dv@dorsey.com, kleiner.pamela@dorsey.com		
<b>Correspondent Name:</b>	Jacob A. Holt		
<b>Address Line 1:</b>	1400 Wewatta Street, Suite 400		
<b>Address Line 2:</b>	Dorsey & Whitney LLP, IP Docketing		
<b>Address Line 4:</b>	Denver, COLORADO 80202-5549		
<b>ATTORNEY DOCKET NUMBER:</b>	T270229.US.01		
<b>NAME OF SUBMITTER:</b>	Jacob A. Holt		
<b>SIGNATURE:</b>	/jah10267/		
<b>DATE SIGNED:</b>	12/29/2017		
<b>Total Attachments: 2</b>			
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## TRADEMARK ASSIGNMENT AND LICENSE AGREEMENT

This Trademark Assignment Agreement is effective December 21, 2017, between HCA-HealthONE LLC, a limited liability company organized under the laws of the State of Colorado, with a business address of 4900 South Monaco Street, Suite 380, Denver, Colorado 80237 ("Assignor") and Karen McAvoy, Psy.D., an individual residing in Larimer County, Colorado ("Assignee").

Assignor is the owner of the REAP trademark and its corresponding registration set forth below (the "Mark"):

Mark	Country	Serial No.	Registration No.
REAP	United States of America	85285671	4350642

Assignor wants to assign and Assignee wants to receive all of Assignor's right, title and interest in the Mark and any goodwill associated with the mark. The parties therefore agree as follows:

In consideration of the mutual promises between the parties and other good and valuable consideration, Assignor now assigns to Assignee all of Assignor's right, title and interest in the Mark as it exists anywhere in the world and as may be created or acquired at any date in the future, along with any goodwill associated with the Mark. This assignment includes without limitation all applications and registrations for the Mark, all rights to proceeds of the Mark, including income, royalties, damages, profits, and payments now or hereafter payable, all rights of action of Assignor, and the right to take proceedings and to seek damages and all other available remedies, against third parties for past, present, or future infringement of the Mark.

As further consideration in exchange for executing this assignment, Assignee grants Assignor a non-exclusive license back to use the Mark pursuant to the terms of the Exclusive Copyright License entered by and between the parties dated September 29, 2011, and the First Amendment to Exclusive Copyright License dated December 21, 2017, the terms of which are incorporated herein by this reference as if fully set forth herein.

The parties shall execute and deliver any other documents and perform any other reasonable acts that may be necessary and appropriate to effectuate the provisions of this agreement.

At the request and expense of Assignee, Assignor shall provide all reasonable assistance which Assignee considers necessary in connection with bringing or defending any proceedings in relation to the Mark.

Each party has signed this agreement effective on the date stated in the introductory clause.

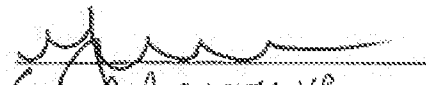
HCA-HEALTHONE LLC

KAREN MCAVOY, PSY.D.

By:

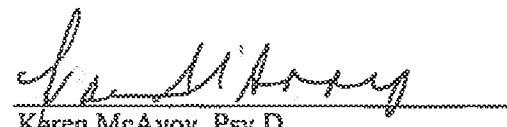
Name:

Date:

  
G. D. Angove, V.P.  
12/29/17

By:

Date:

  
Karen McAvoy, Psy.D.  
12/14/17