

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM457691

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
American Academy Holdings, LLC		12/29/2017	Limited Liability Company: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	Healthicity, LLC		
Street Address:	2222 Sedwick Road		
City:	Durham		
State/Country:	NORTH CAROLINA		
Postal Code:	27713		
Entity Type:	Limited Liability Company: NORTH CAROLINA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4728569	7ATLIS	
Registration Number:	4826812	7ATLIS	
Registration Number:	4831957	AUDICY	
Registration Number:	4974942	H HEALTHICITY FIND SIMPLICITY	
Serial Number:	87155609	HEALTHICITY	
CORRESPONDENCE DATA			
Fax Number:	8443978265		
<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:	9198294296		
Email:	tmgroup@hutchlaw.com		
Correspondent Name:	Trevor P. Schmidt		
Address Line 1:	3110 Edwards Mill Road		
Address Line 2:	Suite 300		
Address Line 4:	Raleigh, NORTH CAROLINA 27612		
ATTORNEY DOCKET NUMBER:	ACAD.156		
NAME OF SUBMITTER:	Trevor P. Schmidt		
SIGNATURE:	/Trevor P. Schmidt/		
DATE SIGNED:	01/11/2018		

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Total Attachments: 3

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ASSIGNMENT AGREEMENT

This Assignment Agreement (“Assignment”), dated December 29, 2017, is entered into by and between American Academy Holdings, LLC, a North Carolina limited liability company (“Assignor”) and Healthicity, LLC, a North Carolina limited liability company (“Assignee”), each individually referred to as a “Party” and collectively referred to as the “Parties.”

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement dated on or about December 29, 2017 (the “Purchase Agreement”) pursuant to which Assignee acquired certain assets of Assignor, including without limitation, the trademarks identified on Exhibit A (the “Assigned Marks”), the corresponding trademark applications or registrations therefor, and the goodwill of the business accrued in connection and associated therewith; and

WHEREAS, Assignor and Assignee are desirous of evidencing the assignment to Assignee of all of Assignee’s right, title and interest in, to and under the Assigned Marks.

NOW, THEREFORE, in consideration of the foregoing, and the mutual promises, covenants and conditions contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound, hereby agree as follows:

Assignment. Assignor does hereby assign, transfer, convey and set over unto Assignee its full rights, title and interests in and to the Assigned Marks, together with the goodwill of the business symbolized by said Assigned Marks and that portion of Assignor’s business which pertains to the referenced intent-to-use application filed pursuant to Section 1(b) of the United States Trademark Act, and all rights appurtenant thereto, including without limitation any and all common law rights, applications, registrations, renewals or extensions in any country or locality worldwide and the right to recover damages and profits for past, present, or future infringements or unauthorized uses of the Assign Marks, with the right to sue for and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made.

Further Assurances. Upon request of Assignee, its successors and assigns, Assignor agrees to reasonably cooperate with Assignee, its successors and assigns, and execute and deliver without further compensation any and all instruments or documents reasonably necessary or desirable to secure to Assignee, its successors and assigns, the full enjoyment of the rights and properties conveyed by this Assignment.

IN WITNESS WHEREOF, the Parties, intending to be legally bound thereby, have executed this Assignment by its duly authorized officer as of the date first written above.

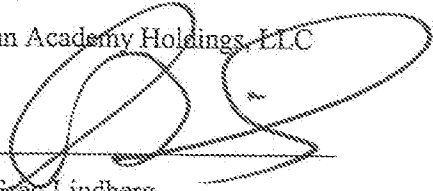
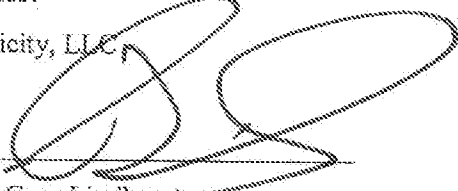
<p>Assignor: American Academy Holdings, LLC</p> <p>By: </p> <p>Name: Greg Lindberg Title: Chairman Date: December 29, 2017</p>	<p>Assignee: Healthicity, LLC</p> <p>By: </p> <p>Name: Greg Lindberg Title: Chairman Date: December 29, 2017</p>
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EXHIBIT A

Trademark Registrations

Trademark	Registration Number	Registration Date	Jurisdiction
7ATLIS and Design	4,728,569	4/28/2015	US
7ATLIS	4,826,812	10/6/2015	US
AUDICY	4,831,957	10/13/2015	US
H HEALTHICITY FIND SIMPLICITY and Design	4,974,942	6/7/2016	US

Trademark Applications

Trademark	Application Number	Application Date	Jurisdiction
HEALTHICITY	87/155,609	8/30/2016	US