

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM457793

<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>
Michael Stomberg		01/08/2018	INDIVIDUAL:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Planet Equity Group, LLC		
<b>Street Address:</b>	800 Hillgrove Avenue		
<b>Internal Address:</b>	Suite 200		
<b>City:</b>	Western Springs		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60558		
<b>Entity Type:</b>	Limited Liability Company: ILLINOIS		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4781422	PFES	
<b>Registration Number:</b>	5057288	PLANET HEALTHCARE	
<b>Registration Number:</b>	5030323	PLANET INTERACTIVE	
<b>Serial Number:</b>	87499242	TREXIMO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	212-446-4843		
<b>Email:</b>	trademarks@kirkland.com		
<b>Correspondent Name:</b>	Edward Sadtler		
<b>Address Line 1:</b>	601 Lexington Avenue		
<b>Address Line 2:</b>	c/o Kirkland & Ellis LLP		
<b>Address Line 4:</b>	New York, NEW YORK 10022		
<b>ATTORNEY DOCKET NUMBER:</b>	40514-185		
<b>NAME OF SUBMITTER:</b>	Mary Parsons		
<b>SIGNATURE:</b>	/Mary Parsons/		
<b>DATE SIGNED:</b>	01/11/2018		

CH \$115.00 4781422

**Total Attachments: 4**

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**TRADEMARK AGREEMENT**

THIS TRADEMARK AGREEMENT (“**Agreement**”), dated as of January 8, 2018 is made by and between Michael Stomberg (“**Stomberg**”), and Planet Equity Group, LLC, an Illinois limited liability company, whose registered office is at 800 Hillgrove Avenue, Suite 200, Western Springs, IL 60558 (“**Planet Equity**”).

WHEREAS, Stomberg is the owner of record of the trademark application and registrations set out on **Schedule A**, attached hereto and made a part hereof (collectively, the “**Scheduled Trademark Registrations**”);

WHEREAS, Stomberg is the Chief Executive Officer of, and currently possesses (and at all times has possessed) a controlling interest in, Planet Equity and its subsidiaries;

WHEREAS, Stomberg filed the applications to register the trademarks that are the subject of the Scheduled Trademark Registrations (the “**Trademarks**”), and has at all times held the registrations and applications for the Scheduled Marks, on behalf of Planet Equity and its subsidiaries, and their respective predecessors in interest (collectively the “**Group Companies**”);

WHEREAS, the trademarks that are the subject of each Scheduled Trademark Registration have, since the date of first use in commerce claimed in the registrations for such Scheduled Trademark Registrations, been in continuous use by Planet Equities and the Group Companies; and

WHEREAS, Stomberg and Planet Equity wish to update the records of the United States Patent and Trademark Office (“**USPTO**”) to reflect Planet Equity as the record owner of the Scheduled Trademark Registrations, and otherwise memorialize Planet Equity’s ownership of all right, title and interest in and to the Trademarks, together with all goodwill associated therewith, by executing and recording this Agreement.

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

**1. Request to Update Title; Assignment.** Stomberg hereby requests that the United States Patent and Trademark Office record Planet Equity as the record owner of the Scheduled Trademark Registrations. If and to the extent Stomberg owns any right, tile or interest in or to the Trademarks, Stomberg hereby irrevocably contributes, grants, conveys, transfers and assigns to Planet Equity, free and clear of all liens, security interests and other encumbrances, and Planet Equity hereby accepts the conveyance, transfer and assignment of, all such right, title or interest (including, without limitation, any common law rights) that Stomberg may have in or to the Trademarks, in law and in equity, for the United States and throughout the world and for all multi-national registration bodies, together with all goodwill associated with or related to the Trademarks, and together with all rights and privileges granted and secured thereby that are or may be secured under the laws of the United States or any foreign country, now or hereafter arising or in effect, including, without limitation, all rights to collect royalties, products and proceeds in connection with any of the foregoing and the right to sue and recover for any

past infringement, misappropriation, unfair competition, dilution or other violation of the foregoing, and all rights to recover damages or lost profits in connection therewith.

**2. Recordation and Further Actions.** Stomberg authorizes the Commissioner of Patents and Trademarks in the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries or multinational authorities and any other governmental officials to record Planet Equity as the record owner of the Scheduled Trademark Registrations, and register this Agreement. Stomberg shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, that are necessary or reasonably requested by Planet Equity to ensure that the Scheduled Trademark Registrations are properly recorded in the name of Planet Equity.

**3. Representations and Warranties.** Stomberg hereby represents, warrants and covenants to Planet Equity that (i) he has all rights necessary to enter into this Agreement, (ii) he has not executed and will not execute any agreement in conflict with this Agreement, and (iii) he has not conveyed, transferred, assigned, licensed, or granted any lien or security interest in or encumbrance on any right title or interest in or to the Trademarks or the Scheduled Trademark Registration to any person or entity.

**4. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware.


**5. Counterparts.** This Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**6. Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

*[The remainder of this page is intentionally left blank.]*

IN WITNESS WHEREOF, the parties have duly executed and delivered this Agreement as of the date first written above.

**Michael Stomberg**

By:  \_\_\_\_\_

Date: 1/8/2018

**Planet Equity Group, LLC**  
An Illinois limited liability company

By:  \_\_\_\_\_




Name: MICHAEL STOMBERG

Its: CEO

Date: 1/8/2018

[Signature Page to Trademark Agreement]

**SCHEDULE A**

Mark	Design Image	Country	Status	App./Reg. No.	App./Reg. Date
PFES		U.S. Federal	Registered	4781422	28-JUL-2015
PLANET HEALTHCARE		U.S. Federal	Registered	5057288	11-OCT-2016
PLANET INTERACTIVE		U.S. Federal	Registered	5030323	30-AUG-2016
TREXIMO		U.S. Federal	Pending	87499242	21-JUN-2017