

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM467668

| | | | |
|---|-------------------------------------|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | MERGER | | |
| EFFECTIVE DATE: | 01/03/2018 | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| TruClinic, Inc. | | 01/03/2018 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | ITH DTC, LLC | | |
| Street Address: | 7402 Hollister Avenue | | |
| City: | Goleta | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 93117 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4246433 | TRUCLINIC | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 8015786999 | | |
| <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: | (801) 328-3131 | | |
| Email: | tm-slc@stoel.com | | |
| Correspondent Name: | Catherine Parrish Lake | | |
| Address Line 1: | 201 South Main Street, Suite 1100 | | |
| Address Line 4: | Salt Lake City, UTAH 84111 | | |
| NAME OF SUBMITTER: | Catherine Parrish Lake | | |
| SIGNATURE: | /Catherine Parrish Lake/ | | |
| DATE SIGNED: | 03/29/2018 | | |
| Total Attachments: 8 | | | |
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AGREEMENT AND PLAN OF MERGER

by and among

INTOUCH TECHNOLOGIES, INC.

ITH DTC, LLC,

TRUCLINIC, INC.,

JUSTIN KAHN

ALEXANDER ZOLLER

VITALIY LEOKUMOVICH

BRIAN RUSSON

and

JUSTIN KAHN,
AS STOCKHOLDERS' REPRESENTATIVE

Dated as of January 3, 2018

AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER (this "Agreement"), dated as of January 3, 2018, is made and entered into by and among InTouch Technologies, Inc., a Delaware corporation ("Parent"), ITH DTC, LLC, a Delaware limited liability company and a wholly owned subsidiary of Parent ("Merger Sub"), TruClinic, Inc., a Delaware corporation (the "Company"), the undersigned stockholders of the Company (the "Principal Stockholders"), and Justin Kahn, solely in his capacity as Stockholders' Representative (as hereinafter defined).

RECITALS

WHEREAS, Parent, Merger Sub and the Company desire to effect a merger of Company with and into Merger Sub, with Merger Sub continuing as the surviving company (the "Merger"), upon the terms and subject to the conditions set forth in this Agreement and in accordance with the Delaware Limited Liability Company Act and the DGCL;

WHEREAS, Parent, Merger Sub and the Company intend for the Merger to qualify as a reorganization under Section 368(a)(1)(A) of the Internal Revenue Code of 1986, as amended (the "Code");

WHEREAS, the Company Board (as hereinafter defined) (a) has determined that it is in the best interests of the Company and the stockholders of the Company (collectively, the "Stockholders"), and has declared it advisable, to enter into this Agreement, (b) has approved the execution, delivery and performance by the Company of this Agreement and the consummation of the Transactions (as hereinafter defined), including the Merger, and (c) has resolved to recommend adoption of this Agreement and approval of the Transactions, including the Merger, by the Stockholders;

WHEREAS, (a) the board of directors of Parent (the "Board of Directors of Parent") and the manager of Merger Sub have approved the execution, delivery and performance by Parent and Merger Sub, respectively, of this Agreement and the consummation of the Transactions, including the Merger, and (b) the manager of Merger Sub (i) has determined that it is in the best interests of Merger Sub and its sole member, and has declared it advisable, to enter into this Agreement, and (ii) has resolved to recommend adoption of this Agreement and approval of the Transactions, including the Merger, by the sole member of Merger Sub (collectively, the "Parent Board and Merger Sub Manager Consent"); and

WHEREAS, Parent, as the sole member of Merger Sub, has adopted this Agreement and approved the Transactions, including the Merger (the "Parent Member Consent" and together with the Parent Board and Merger Sub Manager Consent, the "Parent Approvals").

NOW, THEREFORE, in consideration of the foregoing and the representations, warranties, covenants and agreements set forth herein, the parties hereto, intending to be legally bound, hereby agree as follows:

ARTICLE I DEFINITIONS

Section 1.1. Certain Definitions. As used in this Agreement, the following terms have the following meanings:

[REDACTED]

“Intellectual Property” means any and all of the following in any jurisdiction throughout the world: (a) patents and patent applications, including reissues, divisions, continuations, continuations-in-part, extensions and reexaminations thereof; (b) works of authorship and copyrights, and registrations and applications for registration thereof; (c) trademarks, service marks, trade dress, logos, trade names and other source identifiers, and registrations and applications for registration thereof, together with all goodwill associated with the foregoing; (d) trade secrets, business, technical and know-how information, including inventions, whether patentable or unpatentable, and confidential information; (e) rights of publicity and privacy; (f) computer software and firmware, including source code, object code, files, documentation and other materials related thereto; (g) proprietary databases and data compilations; (h) domain names and registrations and applications for registration thereof; (i) any other intellectual property recognized under applicable Law; and (j) rights in any of the foregoing, including rights to sue or recover and retain Damages for past, present, and future infringement, dilution, misappropriation or other violation of any of the foregoing.

[REDACTED]

[REDACTED]

[REDACTED]

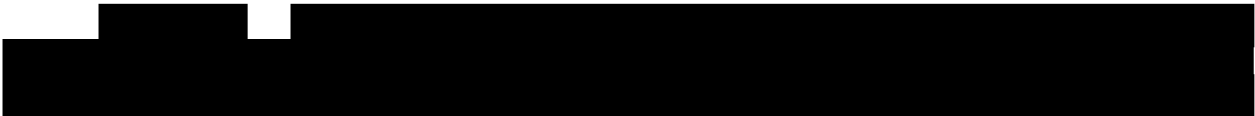
[REDACTED]

[REDACTED]



ARTICLE II
THE MERGER

Section 2.1. The Merger. Upon the terms and subject to the conditions of this Agreement and in accordance with the Delaware Limited Liability Company Act and the DGCL, at the Effective Time, (a) the Company shall be merged with and into Merger Sub, whereupon the separate existence of the Company shall cease and (b) Merger Sub shall be the surviving company in the Merger (the “Surviving Company”) and shall continue to be governed by the Laws of the State of Delaware. The Merger shall have the effects set forth in this Agreement and the applicable provisions of the Delaware Limited Liability Company Act and the DGCL. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time, all property, rights, powers, privileges and franchises of the Company and Merger Sub shall vest in the Surviving Company, and all debts, liabilities and duties of the Company and Merger Sub shall become the debts, liabilities and duties of the Surviving Company. The Surviving Company may, at any time after the Effective Time, take any action (including executing and delivering any document) in the name and on behalf of the Company in order to carry out and effectuate the Transactions. Subject to Article IX, the Surviving Company shall thereafter be responsible and liable for all the liabilities and obligations of the Company.



Section 3.16

Intellectual Property

(a)

(i) – (iii)

Patents and Patent Applications

| Title | Jurisdiction | Patent/App. No. | Issue/Filing Date |
|--|---------------------|------------------------|--------------------------|
| METHODS AND SYSTEMS FOR ONLINE COUNSELING SESSIONS AND CLINICS | U.S.A. | 9,374,394 | June 21, 2016 |
| METHODS AND SYSTEMS FOR ONLINE COUNSELING SESSIONS AND CLINICS | U.S.A. | 8,718,245 | May 6, 2014 |
| SYSTEMS AND METHODS FOR NETWORK-BASED COUNSELING | U.S.A. | 14/982,914 | December 29, 2015 |

Trademark

| Title | Jurisdiction | Reg./App. No. | Reg./Filing Date |
|--------------|---------------------|----------------------|-------------------------|
| TRUCLINIC | U.S.A | 4,246,433 | November 20, 2012 |

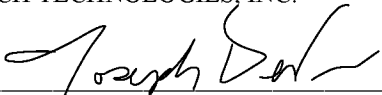
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| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
|------------|------------|------------|------------|
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |

IN WITNESS WHEREOF, the Company, Parent, Merger Sub, the Principal Stockholders and the Stockholders' Representative have caused this Agreement to be executed on the date first set forth above.

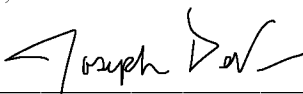
PARENT:

INTOUCH TECHNOLOGIES, INC.

By: 
Name: Joseph M. DeVivo
Title: Chief Executive Officer

MERGER SUB:

ITH DTC, LLC

By: 
Name: Joseph M. DeVivo
Title: Manager

COMPANY:

TRUCLINIC, INC.

By: _____
Name: Justin Kahn
Title: President and CEO

[Signature Page to Agreement and Plan of Merger]

IN WITNESS WHEREOF, the Company, Parent, Merger Sub, the Principal Stockholders and the Stockholders' Representative have caused this Agreement to be executed on the date first set forth above.

PARENT:

INTOUCH TECHNOLOGIES, INC.

By: _____
Name: Joseph M. DeVivo
Title: Chief Executive Officer

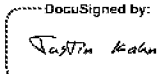
MERGER SUB:

ITH DTC, LLC

By: _____
Name: Joseph M. DeVivo
Title: Manager

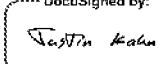
COMPANY:

TRUCLINIC, INC.

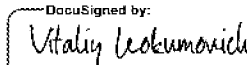
By:  _____
Name: Justin Kahn
Title: President and CEO


IN WITNESS WHEREOF, the Company, Parent, Merger Sub, the Principal Stockholders and the Stockholders' Representative have caused this Agreement to be executed on the date first set forth above.

PRINCIPAL STOCKHOLDERS:

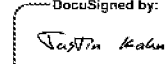
By:  DocuSigned by:
-----31D7A18777524AD-----
Name: Justin Kahn

By:  DocuSigned by:
-----5DF6D423CC3840F-----
Name: Alexander Zoller

By:  DocuSigned by:
-----EA4A568F4C62475-----
Name: Vitaliy Leokumovich

By:  DocuSigned by:
-----190FCC66A4AC49C-----
Name: Brian Russon

STOCKHOLDERS' REPRESENTATIVE:

By:  DocuSigned by:
-----31D7A18777524AD-----
Name: Justin Kahn

{Signature Page to Agreement and Plan of Merger}