

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM480227

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SimplyWell, LLC		06/29/2018	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	SimplyWell, Inc.		
Street Address:	10670 North Central Expressway, Suite 700		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75231		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2815159	SIMPLYWELL	
Registration Number:	2984168	YOUR FUTURE. YOUR HEALTH.	
Registration Number:	4704900	WHERE HEALTH COUNTS	
Registration Number:	4704899	SIMPLYWELL WHERE HEALTH COUNTS	
Serial Number:	87401578	SIMPLYOURS	
CORRESPONDENCE DATA			
Fax Number:	2142388401		
<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:	2142388400		
Email:	docketing@harperbates.com		
Correspondent Name:	Scott L. Harper		
Address Line 1:	5910 N Central Expressway Suite 1050		
Address Line 4:	Dallas, TEXAS 75206		
NAME OF SUBMITTER:	Scott L. Harper		
SIGNATURE:	/scott l. harper/		
DATE SIGNED:	07/02/2018		
Total Attachments: 2			
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OP \$140.00 2815159

TRADEMARK ASSIGNMENT

WHEREAS, SimplyWell, LLC ("Assignor"), having an address of 4242 Farnam Street, Omaha, Nebraska 68131, is the owner of the trademark applications and registrations referenced in Schedule A attached hereto (collectively the "Trademarks");

WHEREAS, SimplyWell, Inc. ("Assignee"), having an address of 10670 North Central Expressway, Suite 700, Dallas, Texas 75231, is desirous of acquiring said Trademarks from Assignor;

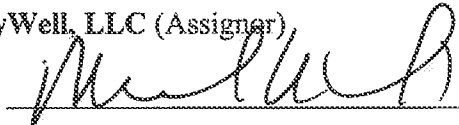
NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. **Assignment.** Assignor does hereby assign, convey, transfer and deliver to Assignee all of Assignor's right, title and interest in and to the Trademarks, together with the good will of the business symbolized by the Trademarks, set forth and described in Schedule A attached hereto. As may be applicable, the Trademarks are being assigned as part of the entire business, or portion thereof, to which the marks pertain as required by Section 10 of the Trademark Act, 15 U.S.C. § 1060.

2. **Further Assurance.** Assignor agrees, upon the request and at the expense of Assignee, to execute, acknowledge, and deliver, as may be reasonably requested by Assignee, any additional documents, deeds, conveyances or legal instruments requested by Assignee to transfer, convey, and assign to Assignee possession and use of the Trademarks to comply with all applicable legal requirements to effect such transfers, conveyances and assignments.

3. **Governing Law.** The laws of the State of Texas shall govern this agreement and the parties hereby submit to the exclusive jurisdiction of the State and Federal courts located in Dallas County, Texas for the purpose of enforcing any claim arising under or in connection with this agreement.

Date: 6/29/18

SimplyWell, LLC (Assignor)
By: 

Name: Michael K. Lamb

Title: Manager

Schedule A

MARK	REG/ SERIAL NO.	FILING DATE	REGISTRATION DATE
SIMPLYWELL	2,815,159	04.07.2003	02.17.2004
YOUR FUTURE. YOUR HEALTH.	2,984,168	12.30.2003	08.09.2005
WHERE HEALTH COUNTS	4,704,900	12.04.2013	03.17.2015
SIMPLYWELL WHERE HEALTH COUNTS	4,704,899	12.04.2013	03.17.2015
SIMPLYOURS	87/401,578	04.06.2017	