

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM485446

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WiseWear Corporation		08/09/2018	Corporation: DELAWARE
Gerald J. Wilmink		08/09/2018	INDIVIDUAL:
RECEIVING PARTY DATA			
Name:	CarePredict, Inc.		
Street Address:	324 S. University Drive		
City:	Plantation		
State/Country:	FLORIDA		
Postal Code:	33324		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	5082527	WISEWEAR	
Registration Number:	5143543	CALDER	
Registration Number:	5311885	DUCHESS	
Registration Number:	5311886	KINGSTON	
Serial Number:	86689453	W WISEWEAR	
Serial Number:	86693240	SOCIALITE	
Serial Number:	86689724	LOSE THE SCREEN, NOT THE MOMENT	
Serial Number:	86689493	ADD YEARS TO LIFE-ADD LIFE TO YEARS	
Serial Number:	86304274	EVOLVE	
Serial Number:	86344122	SEE INSIDE	
CORRESPONDENCE DATA			
Fax Number:	2156563301		
<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:	215-656-3300		
Email:	pto.phil@dlapiper.com		
Correspondent Name:	IP GROUP OF DLA PIPER LLP (US)		
Address Line 1:	ONE LIBERTY PLACE		
Address Line 2:	1650 MARKET STREET, SUITE 4900		

CH \$265.00 5082527

TRADEMARK

Address Line 4:	PHILADELPHIA, PENNSYLVANIA 19103
ATTORNEY DOCKET NUMBER:	CAP-1-B
NAME OF SUBMITTER:	William L. Bartow
SIGNATURE:	/williamlbartow/
DATE SIGNED:	08/09/2018
Total Attachments: 4 source=WiseWear - Trademark Assignment#page1.tif source=WiseWear - Trademark Assignment#page2.tif source=WiseWear - Trademark Assignment#page3.tif source=WiseWear - Trademark Assignment#page4.tif	

TRADEMARK ASSIGNMENT

This **Trademark Assignment Agreement** (the "Trademark Assignment") is made and entered into as of August 9, 2018 (the "Effective Date") by and between WiseWear Corporation, a Delaware corporation, and Gerald J. Wilmink, an individual residing in Florida, ("Assignor") and CarePredict, Inc., a Delaware Corporation (the "Assignee"). Assignee and Assignor are sometimes referred to herein individually as a "Party" and collectively as the "Parties".

WHEREAS, Assignor is the owner of those trademark registrations and applications set forth on Schedule I attached hereto, together with all goodwill associated therewith (collectively, the "Assigned Trademarks").

WHEREAS, as of the Effective Date and pursuant to the terms hereof, Assignor wishes to assign to Assignee, and the Assignee wishes to assume, all right, title and interest in and to the Assigned Trademarks.

NOW, THEREFORE, for good and valuable consideration furnished by Assignee to Assignor, the receipt and sufficiency of which are hereby acknowledged by the Parties:

1. As of the Effective Date, Assignor hereby assigns, transfers, sells and conveys to Assignee, its successors and assigns, all of Assignor's right, title, and interest in and to the Assigned Trademarks, together with all registrations and applications therefor, all goodwill associated with the Assigned Trademarks including the relevant portion of the Assignor's business to which any intent-to-use marks pertain, and all other corresponding rights that are or may be hereafter secured under the laws of any country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by such Assignor if this Trademark Assignment had not been made, including all right, title and interest in and to all income, proceeds, royalties, damages, claims and payments which accrue, or have accrued, prior to and as of the Effective Date or thereafter and are due or payable with respect thereto, and in and to all causes of action, either at law or in equity for any past, present or future infringement, of the Assigned Trademarks, or other violation or unauthorized use of the Assigned Trademarks, with the right to sue for, and collect the same.

2. Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States of America and the corresponding empowered officials of all other governments to issue or transfer the Assigned Trademarks to Assignee, as assignee of the entire right, title, and interest therein or otherwise as Assignee may direct.

3. The Parties acknowledge and agree that certain documents may need to be executed and delivered by Assignor to effectuate transfer of title to the Assigned Trademarks to Assignee. Assignor agrees to provide to Assignee and Assignee's successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documentation), reasonably requested by Assignee to more fully and effectively effectuate the purposes of this Trademark Assignment, at Assignee's sole expense.

4. Each provision of this Trademark Assignment will be interpreted in such a manner as to be effective and valid under applicable law, but if any term or other provision of this Trademark Assignment is held to be invalid, illegal or unenforceable under applicable law, all other provisions of this Trademark Assignment shall remain in full force and effect.

5. This Trademark Assignment may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original. This Trademark Assignment may not be amended except by an instrument in writing signed by each of the Parties hereto.

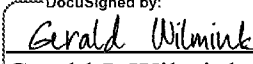
6. This Trademark Assignment shall be governed, construed and enforced in accordance with the internal laws of the State of Florida, excluding any choice of law rules that may direct the application of the laws of another jurisdiction.

*[Remainder of page intentionally left blank.
Signature page follows.]*

IN WITNESS WHEREOF, the Parties have executed this Trademark Assignment as of the Effective Date.

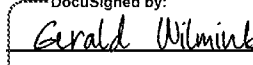
ASSIGNOR:

WISEWEAR CORPORATION

By: 
Name: Gerald J. Wilmink
Its: Debtor in Possession

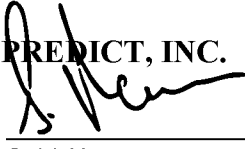
ASSIGNOR:

GERALD J. WILMINK

By: 
C24F5B46C646414...

ASSIGNEE:

CAREPREDICT, INC.

By: 
Name: Satish Movva
Its: President & CEO

[Signature Page to Trademark Assignment]

Schedule I

Owner of Record	Mark	App. No.	Filing Date	Reg. No.	Reg. Date	Status
Gerald J. Wilmink	WISEWEAR	86/051,956	8/29/2013	5,082,527	11/15/2016	Registered
WiseWear Corporation	CALDER	86/689,738	7/10/2015	5,143,543	2/14/2017	Registered
WiseWear Corporation	DUCHESS	86/689,752	7/10/2015	5,311,885	10/17/2017	Registered
WiseWear Corporation	KINGSTON	86/689,765	7/10/2015	5,311,886	10/17/2017	Registered
WiseWear Corporation	W WISEWEAR (and design)	86/689,453	7/10/2015	n/a	n/a	Pending
WiseWear Corporation	SOCIALITE	86/693,240	7/15/2015	n/a	n/a	Abandoned
WiseWear Corporation	LOSE THE SCREEN, NOT THE MOMENT	86/689,724	7/10/2015	n/a	n/a	Abandoned
Wisewear Corporation	ADD YEARS TO LIFE – ADD LIFE TO YEARS	86/689,493	7/10/2015	n/a	n/a	Abandoned
WiseWear Corporation	EVOLVE	86/304,274	6/9/2014	n/a	n/a	Abandoned
WiseWear Corporation	SEE INSIDE	86/344,122	7/22/2014	n/a	n/a	Abandoned