

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM485073

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900453638		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Med Am International 2, Inc.		06/06/2018	Corporation: UTAH
RECEIVING PARTY DATA			
Name:	Med Am International, LLC		
Street Address:	9825 S. 500 W.		
City:	Sandy		
State/Country:	UTAH		
Postal Code:	84070		
Entity Type:	Limited Liability Company: UTAH		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2796416	MED USA A PHYSICIAN SERVICES ORGANIZATIO	
Registration Number:	4429455	MEDPRIME	
Registration Number:	4156635	MEDPRIME	
CORRESPONDENCE DATA			
Fax Number:	8018528203		
<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:	8016181369		
Email:	dlangeland@techlawventures.com		
Correspondent Name:	David J. Langeland		
Address Line 1:	3290 West Mayflower Avenue		
Address Line 4:	Lehi, UTAH 84043		
NAME OF SUBMITTER:	David J. Langeland		
SIGNATURE:	/David J. Langeland/		
DATE SIGNED:	08/07/2018		
Total Attachments: 4			
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source=Assignment#page3.tif			

Trademark Assignment Agreement

This Trademark Assignment Agreement ("Agreement") is made and entered into by and between Med Am International 2, Inc., a Utah corporation ("Assignor"), and Med Am International, LLC, a Utah limited liability company ("Assignee").

AGREEMENT

In exchange for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment. Assignor hereby irrevocably conveys, transfers and assigns to Assignee all of Assignor's right, title, and interest in and to all of the trademarks identified on the attached Exhibit A, which is incorporated into this Agreement by this reference ("Assigned Trademarks"), together with (a) the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks; (b) all registrations of the Assigned Trademarks; (c) issuances, extensions, and renewals of such registrations; (d) all licenses and similar contractual rights with respect to any of the Assigned Trademarks granted by Assignor to any third party; (e) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; (f) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by any applicable law of any jurisdiction throughout the world; and (g) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignor authorizes the Commissioner for Trademarks of the United States Patent and Trademark Office ("USPTO"), and any other national, federal, and state government officials to record and register this Agreement upon request by Assignee. Assignor shall execute any and all documents and take all other further actions as reasonably requested by Assignee to transfer ownership of the Assigned Trademarks including, but not limited to, assignments, transfers and related powers of attorney.

3. Cooperation. Assignor agrees not to challenge Assignee's rights in and to the Assigned Trademarks, or to take any action whatsoever with respect to the Assigned Trademarks, except as specifically requested or consented to in writing by Assignee, or as provided under this Agreement. Assignee shall have the sole right to sue for infringement of the Assigned Trademarks for any claims arising or accruing prior to or after the date of the execution of this Agreement, and to collect all damages and profits for all such claims and causes of action.

4. General.

a Entire Agreement. This Agreement constitutes the sole and entire agreement of the parties with respect to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.

b 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.

c Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

d Electronic Signatures. Assignor and Assignee expressly agree that they may, but are not obligated to, conduct this transaction electronically, including by scan, email, fax, or other electronic means, pursuant to the Electronic Signatures in Global and National Commerce Act, 15 U.S.C. § 7001 et seq. and the applicable Uniform Electronic Transactions Act, as amended or substituted. An electronic signature shall have the same effect as an ink signature, and the enforceability of this Agreement shall not be affected because it has been signed electronically or digitally. The person signing this Agreement by electronic means is the person represented as the signer of this Agreement, and he or she has full power and authority to electronically sign this Agreement.

[Signatures on following page.]

Dated 6/6/2018.

ASSIGNOR

Med Am International 2, Inc.

By 

Mike A. Siaperas

President

ASSIGNEE

Med Am International, LLC

By 

Mike A. Siaperas

Manager

Exhibit A

Assigned Trademarks

<u>Trademarks</u>	<u>Registration No.</u>
MEDPRIME	4,156,635
MEDPRIME	4,429,455
MED USA A PHYSICIAN SERVICES ORGANIZATION (with design)	2,796,416