

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM490330

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
American Health Care Administrative Services, Inc.		09/17/2018	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Maxor Acquisition, Inc.		
Street Address:	320 S. Polk Street		
Internal Address:	Suite 200		
City:	Amarillo		
State/Country:	TEXAS		
Postal Code:	79101		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4135882	340BEYOND	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	prosecutiondocketing@paulhastings.com		
Correspondent Name:	Paul Hastings LLP		
Address Line 1:	4747 Executive Dr.		
Address Line 2:	12th Floor		
Address Line 4:	San Diego, CALIFORNIA 92121		
ATTORNEY DOCKET NUMBER:	91667.00010		
NAME OF SUBMITTER:	Laura C. Yip		
SIGNATURE:	/Laura C. Yip/		
DATE SIGNED:	09/17/2018		
Total Attachments: 6			
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TRADEMARK ASSIGNMENT

This Trademark Assignment (“Assignment”) is made and entered into as of September 17, 2018 by and between Maxor Acquisition, Inc., a Delaware corporation (“Assignee”) and American Health Care Administrative Services, Inc., a California corporation (“Assignor”).

WHEREAS, Assignor and Assignee are parties to the Asset Purchase Agreement (the “Purchase Agreement”) entered into on June 27, 2018, pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to purchase from Assignor various assets, including, without limitation, the trademark set forth on Schedule A hereto and described below; and

WHEREAS, Assignee desires to acquire Assignor’s entire right, title and interest in and to such trademark.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth below, the Purchase Price (as defined in the Purchase Agreement), and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

1. **ASSIGNMENT.** Assignor hereby irrevocably and unconditionally grants, conveys, transfers, and assigns to Assignee all of Assignor’s right, title and interest in and to the trademark set forth on Schedule A (the “Mark”), together with the goodwill of the business symbolized by and associated with the Mark, including all common law rights and trademark registrations for the Mark, same to be held by Assignee for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made; together with all rights to income, royalties, and license fees deriving from the Mark, all claims for damages by reason of past, present and future infringements of the Mark and the right to sue for and collect such damages, as permitted under the applicable laws for any jurisdiction or country in which such claims may be asserted for the use and benefit of Assignee and its successors, assigns and other legal representatives.

2. **ASSISTANCE.** Assignor agrees to perform, without charge to Assignee (except as otherwise permitted herein), all commercially reasonable acts necessary or desirable to permit and assist Assignee in perfecting and enforcing the full benefits, enjoyment, rights, title and interest throughout the world in the Mark, and the intellectual property rights therein assigned to Assignee hereunder. Such acts may include execution of documents, including any and all powers of attorney, applications, assignments, declarations, affidavits, and any other papers in connection therewith reasonably necessary to perfect such benefits, enjoyment, rights, title and interest in Assignee, assistance and cooperation in the registration and enforcement of applicable intellectual property rights or other legal proceedings, including providing documents and materials in the possession or control of Assignor, testifying in any legal proceedings, signing lawful papers and making all lawful oaths at Assignee’s expense, and generally doing everything that is reasonably necessary to aid Assignee in obtaining and enforcing proper protection for applicable intellectual property rights. In the event Assignee is unable for any reason, after reasonable effort, to secure Assignor’s signature

on any document needed in connection with the actions specified in this Section 2, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as Assignor's agent and attorney-in-fact, which appointment is coupled with an interest, to act for and on Assignor's behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of this Section 2 with the same legal force and effect as if executed by Assignor.

3. **REPRESENTATIONS AND WARRANTIES.** Assignor represents and warrants that Assignor has the full right and authority to enter into this Assignment and to grant the rights granted and perform his obligations hereunder, and that Assignor has not granted to any third party any security interest, option, lien, license, or encumbrance of any nature, on the Mark.

4. **NO ROYALTY OBLIGATIONS.** Assignor acknowledges and agrees that Assignee or its successors or assignees shall not owe Assignor any royalties or other monetary obligations with respect to any of the Mark.

5. **GENERAL.**

5.1. Severability. If any provision contained in this Assignment shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Assignment, and this Assignment shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein, unless the invalidity of any such provision substantially deprives either party of the practical benefits intended to be conferred by this Assignment. Notwithstanding the foregoing, (a) any provision of this Assignment held invalid, illegal or unenforceable only in part or degree shall remain in full force and effect to the extent not held invalid or unenforceable, (b) the determination that any provision of this Agreement is invalid, illegal or unenforceable as applied to particular circumstances shall not affect the application of such provision to circumstances other than those as to which it is held invalid, illegal or unenforceable, and (c) in lieu of such invalid, illegal or unenforceable provision, there will be added automatically as a part of this Assignment a legal, valid and enforceable provision as similar in terms to such invalid, illegal or unenforceable provision as may be possible.

5.2. Entire Agreement. This Assignment, including the schedule attached hereto and other agreements and documents referred to herein, constitute the entire agreement and understanding of the parties in respect of the subject matter hereof and thereof. This Assignment and the Purchase Agreement supersede all prior agreements, understandings, promises, representations and statements between the parties and their respective affiliates and representatives with respect to the transactions contemplated hereby and thereby.

5.3. Successors and Assigns. This Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns. This Assignment and the rights and obligations hereunder shall not be assignable by Assignor without the prior written consent of Assignee, and any such purported assignment without such consent shall be void. This Assignment and the rights and obligations hereunder shall be assignable by Assignee without the written consent of Assignor.

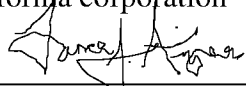
5.4. Governing Law. The execution, interpretation and performance of this Assignment, and any litigation with respect to or arising under this Agreement or with respect to the transactions contemplated by this Agreement shall be governed by the internal Laws and judicial decisions of the State of Delaware, without regard to principles of conflicts of laws.

5.5. Counterparts. This Assignment may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The exchange of copies of this Assignment and of signature pages by electronic mail transmission (e.g., in .PDF format) will constitute effective execution and delivery of this Assignment as to the parties and may be used in lieu of the original Assignment for all purposes. Signatures of the parties transmitted by electronic mail (e.g., in .PDF format) will be deemed to be original signatures for any purpose whatsoever.

IN WITNESS WHEREOF, each of the parties hereto has executed this Assignment, or has caused this Assignment to be executed on its behalf by a representative duly authorized, all as of the date first above set forth.

“Assignor”

AMERICAN HEALTH CARE ADMINISTRATIVE
SERVICES, INC.,
a California corporation

By:  _____
Name: Lance Aizen
Title: President and Chief Executive Officer

“Assignee”

MAXOR ACQUISITION, INC.,
a Delaware corporation

By: _____
Name: _____
Title: _____

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

IN WITNESS WHEREOF, each of the parties hereto has executed this Assignment, or has caused this Assignment to be executed on its behalf by a representative duly authorized, all as of the date first above set forth.

“Assignor”

AMERICAN HEALTH CARE
ADMINISTRATIVE SERVICES, INC.,
a California corporation

By: _____
Name: Lance Aizen
Title: President

“Assignee”

MAXOR ACQUISITION, INC.,
a Delaware corporation

By: Michael Ellis
Name: Michael Ellis
Title: Chief Executive Officer

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

TRADEMARK
REEL: 006440 FRAME: 0113

SCHEDULE A

MARK

Jurisdiction	Mark	Registration No.
U.S.	340BEYOND	4135882

LEGAL_US_E # 136549471.3

RECORDED: 09/17/2018

**TRADEMARK
REEL: 006440 FRAME: 0114**