

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM495918

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wellpass, Inc.		10/29/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Welltok, Inc.		
Street Address:	1515 Arapahoe Street, Tower 3 - Suite 700		
City:	Denver		
State/Country:	COLORADO		
Postal Code:	80202		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	87856909	QUIT4BABY	
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>			
Phone:	2152992085		
Email:	ipdocket@foxrothschild.com		
Correspondent Name:	Michael J. Leonard		
Address Line 1:	Fox Rothschild LLP		
Address Line 2:	997 Lenox Drive, Bldg. 3		
Address Line 4:	Lawrenceville, NEW JERSEY 08648-2311		
ATTORNEY DOCKET NUMBER:	125542.00001		
NAME OF SUBMITTER:	Michael J. Leonard		
SIGNATURE:	/mjl/		
DATE SIGNED:	10/30/2018		
Total Attachments: 2			
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OP \$40.00 87856909

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("Assignment") is entered into by and between Wellpass, Inc. ("Assignor"), a Delaware Corporation and Welltok, Inc., ("Assignee"), a Delaware Corporation having an address at 1515 Arapahoe Street, Tower 3 - Suite 700, Denver, CO 80202.

WHEREAS, Assignor desires to assign to Assignee, and Assignee desires to acquire from Assignor, all of Assignor's right, title and interest in and to U.S. Trademark Application No. 87/856909 for QUIT4BABY (the "Trademark"), together with the good will of the business symbolized therein.

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

1. Assignment. Assignor hereby grants, assigns and conveys to Assignee all of its right, title and interest in and to the Trademark, together with the good will of the business symbolized therein.

2. Title. Assignor hereby represents and warrants that it has not heretofore granted any license, right or privilege with regard to the Trademark, or in any other way encumbered the same, and that it has the full right to convey, free of licenses and encumbrances, all right, title and interest in and to the Trademark.

3. Right to Sue for Past Infringement. Assignor also assigns to Assignee all claims for past damages by reason of past infringement or misappropriation of the Trademark, with the right to sue for and collect same for its own use and behalf and for the use and on behalf of Assignee's successors, assigns or other legal representatives.

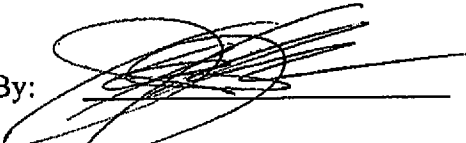
4. Cooperation. Assignee shall be responsible for and Assignor shall cooperate in the execution and delivery of any and all other instruments and papers and the taking of any and all additional actions necessary to effectuate the purposes and intent of the transaction provided for herein and otherwise to consolidate, vest and record in Assignee, full and complete ownership of the Trademark;

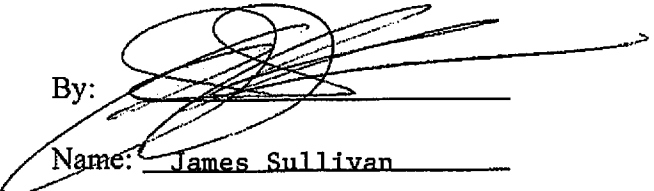
5. Binding Effect. The terms, covenants and provisions of this Assignment shall inure to the benefit of Assignee, its successors and other legal representatives, and shall be binding upon Assignor, its successors, assigns and other legal representatives.

IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment as of the last date written above.

WELLPASS, INC.

WELLTOK, INC.

By: 
Name: James Sullivan

By: 
Name: James Sullivan

Title: Chief Administrative Officer

Title: Chief administrative Officer

Date: 10/29/2018

Date: 10/29/2018