

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM496139

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Vynamic LLC		10/12/2018	Limited Liability Company: CONNECTICUT
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Daniel Calista		
<b>Street Address:</b>	c/o Gregory L. Seltzer		
<b>Internal Address:</b>	1735 Market Street, 51st Floor		
<b>City:</b>	PHILADELPHIA		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	19103-7599		
<b>Entity Type:</b>	INDIVIDUAL: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4368468	LIFE IS SHORT. WORK HEALTHY.	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2158648999		
<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>			
<b>Phone:</b>	215.864.8352		
<b>Email:</b>	shorem@ballardspahr.com		
<b>Correspondent Name:</b>	Michael S. Shore		
<b>Address Line 1:</b>	Ballard Spahr LLP		
<b>Address Line 2:</b>	1735 Market Street, 51st Floor		
<b>Address Line 4:</b>	PHILADELPHIA, PENNSYLVANIA 19103-7599		
<b>NAME OF SUBMITTER:</b>	Michael S. Shore		
<b>SIGNATURE:</b>	/Michael S. Shore/		
<b>DATE SIGNED:</b>	10/31/2018		
<b>Total Attachments: 6</b>			
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**TRADEMARK ASSIGNMENT AND LICENSE**

This TRADEMARK ASSIGNMENT AND LICENSE (hereafter this "Agreement"), dated as of October 12, 2018 (the "Effective Date"), is made by and between Vynamic LLC, a Connecticut limited liability company ("Assignor" and "Licensee"), and Daniel Calista ("Assignee" and "Licensor").

WITNESSETH:

WHEREAS, Assignor is the registered owner of the mark LIFE IS SHORT. WORK HEALTHY. and of U.S. Trademark Registration No. 4,368,468 for such mark, which registration covers business management consulting in the healthcare industry; providing information in the fields of business management, business marketing, and business mergers and acquisitions consulting, the foregoing information pertaining to the healthcare industry (the "Transferred Trademark") and has used the Transferred Trademark in connection with business management, marketing, and acquisitions consulting within the healthcare industry (the "Business");

WHEREAS, Assignor and Assignee are entering into a certain agreement under which Assignee intends to seek out and develop opportunities connected to the Business;

WHEREAS, Assignor has agreed to assign, and Assignee has agreed to acquire, the Transferred Trademark, along with the goodwill of the business pertaining thereto; and

WHEREAS, Assignor wishes to continue using the Transferred Mark with respect to the Business as it is currently conducted, and Assignee is willing to permit such use of the Transferred Trademark by Assignor on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and agreements contained in this Agreement, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Assignment. Assignor, as of the Effective Date, hereby irrevocably assigns, transfers, sells and conveys to Assignee and its successors and assigns, and Assignee hereby accepts from Assignor, any and all rights, title and interest Assignor holds, or may come to hold in, to and under the Transferred Trademark, as well as the goodwill of the business symbolized therein, and all rights derived therefrom, including statutory and contractual rights, all registrations that have been or may be granted thereon, all applications for registrations thereof, the same to be held and enjoyed by Assignee for his own use and enjoyment and the use and enjoyment of his successors and assigns to such registrations for which the Transferred Trademark are granted or reissued or extended as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made and in and to all income, royalties, damages and payments now or hereafter due or payable with respect to the

Transferred Trademark, including in and under all causes of action (either in law or in equity) for past, present or future infringements.

2. Cooperation. Assignor, at its expense, shall take reasonable actions and shall execute and deliver any documents that Assignee may reasonably request to effect the terms of the assignment including, but not limited to, any and all affidavits, testimonies, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required.

3. License. Subject to the terms and conditions of this Agreement, Licensor hereby grants to Licensee, and Licensee hereby accepts from Licensor, a perpetual and non-exclusive license to use the Transferred Trademark solely on and in connection with Licensee's marketing, sale of goods and services, and rendering of the Business (the "License").

4. Ownership. Licensee acknowledges that the Transferred Trademark, and all rights therein and the goodwill associated therewith throughout the world, belong to Licensor. Licensee's use of the Transferred Trademark pursuant to this Agreement will inure to the benefit of Licensor, and nothing in the License or this Agreement will convey to Licensee any residual, ongoing or future right, title or interest in or to the Transferred Trademark other than as set forth under the License. Licensee agrees that it will not challenge or attack Licensor's rights to the Transferred Trademark or the validity of this Agreement, and Licensee will not take or fail to take any action which, by the taking or failure to take such action, has a result of impairing the rights of Licensor.

5. Quality Standards and Maintenance. Licensee agrees that the nature and quality of all goods and services rendered by Licensee in connection with the Transferred Mark shall conform to standards prescribed by Licensor, and that Licensee will not depart from such prescribed standards without Licensor's advance written permission. Licensor agrees that such standards shall permit continued use of the Transferred Trademark by the Licensee with respect to the Business as use of the mark with respect to the Business has been and is currently conducted. If Licensee proposes to market and sell any goods or to render any services outside of use of the mark with respect to the Business as it has been and is currently conducted, prior to such action Licensee shall give to Licensor written notice of such proposed action, specifying the goods or services, and the parties shall use best efforts to negotiate mutually acceptable terms and conditions for Licensee's use of the Transferred Trademark on or in connection with such goods and services, alone or in combination with another mark or marks. If the parties in good faith cannot come to an agreement on terms and conditions for Licensee's such use within thirty (30) days, Licensor shall, in his sole discretion, set the terms and conditions of such use. Licensee shall provide to Licensor specimens of Licensee's previous and current uses of the Transferred Trademark including, without limitation thereto, descriptions of all quality control standards actually applied by Licensee, and Licensor hereby adopts Licensee's quality control standards. Licensee shall permit inspection by Licensor's representatives at reasonable intervals during regular business hours, for the sole purpose of verifying Licensee's quality control measures. Licensee

shall comply with all laws and regulations applicable to the sale, rendering and promotion of all goods and services rendered by Licensee in connection with the Transferred Mark, and shall use the Transferred Trademark only in the form and manner, and with appropriate legends, as prescribed by Licensor from time to time.

6. Relationship of Parties. Licensee shall be responsible for the supply of all goods and services to its customers, as well as the development of all associated materials and information other than the quality standards prescribed by Licensor, and shall have no power or right to make any commitment binding or obligating Licensor in any manner. Nothing in this Agreement shall be construed as placing the parties in an agency, partnership or joint venture relationship.

7. Infringement. Licensee agrees to immediately notify Licensor of (a) any unauthorized use of the Transferred Trademark by third parties, and (b) any infringement or similar third party claims based on Licensee's use of the Transferred Trademark, as soon as any such use or claim may come to Licensee's attention. Licensor shall have the sole right and discretion to take action to obtain relief from such unauthorized use or third party claim, and, at the request and expense of Licensor, Licensee agrees that it will cooperate with Licensor in any enforcement or defense action or effort which Licensor may take to protect or to defend its rights in the Transferred Trademark and/or Licensee's right to use the Transferred Trademark under this Agreement.

8. Assignment or Other Transfer. Neither party shall assign its rights or obligations under this Agreement, whether by agreement or by operation of law, without the prior written consent of the other party, unless such assignment is to an entity that is or becomes an affiliate or successor of such party. For the purposes of this agreement, an affiliate is any entity that controls, is controlled by or is under common control with the party, and "control" means: (i) to possess, directly or indirectly, the power to direct the management or policies of an entity, whether through ownership of voting securities or by contract relating to voting rights or corporate governance, or (ii) to own, directly or indirectly, fifty percent (50%) or more of the outstanding voting securities or other ownership interest of such entity, or (iii) in the case of a partnership, control of the general partner. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the successors, legal representatives and permitted assigns of each of the parties.

8. Governing Law. This Agreement shall be governed by and construed and interpreted in accordance with the internal laws of the State of Delaware without regard to any choice or conflict of law or choice of forum provision, rule or principle (whether of the State of Delaware or any other jurisdiction) that might otherwise refer construction or interpretation of this Agreement to the substantive law of another jurisdiction.

10. General Provisions. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument. Delivery of an executed

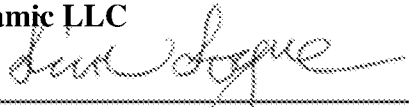
counterpart of a signature page to this Agreement by facsimile or electronic mail shall be as effective as delivery of a manually executed counterpart of this Agreement. This Agreement constitutes the entire understanding and agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between and among the parties with respect hereto. This Agreement may not be supplemented, altered, or modified in any manner except by a writing signed by all parties hereto. The failure of any party to enforce any terms or provisions of this Assignment shall not waive any of its rights under such terms or provisions. This Assignment is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns.

[Signature page follows]

WHEREOF, Assignor and Assignee have caused this Trademark Assignment and License to be executed as of the Effective Date.

**Assignor and Licensee**

**Vynamic LLC**

By:   
\_\_\_\_\_

Name: Liam Logue

Title: Vice President, Secretary and  
Treasurer

**Assignee and Licensor**

By: \_\_\_\_\_

Name: Daniel Calista

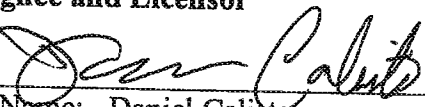
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**Assignor and Licensee**

**Vynamic LLC**

By: \_\_\_\_\_  
Name:  
Title:

**Assignee and Licensor**

By:  \_\_\_\_\_  
Name: Daniel Calista