

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM503304

<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>
Avec Health Solutions, LLC		12/19/2018	Corporation: UTAH
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Avec Health, LLC		
<b>Street Address:</b>	1314 Bedford Avenue, Suite 201		
<b>City:</b>	Baltimore		
<b>State/Country:</b>	MARYLAND		
<b>Postal Code:</b>	21208		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 15</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87720241	AVEC HEALTH SOLUTIONS	
<b>Serial Number:</b>	87720239	AVEC HEALTH SOLUTIONS	
<b>Serial Number:</b>	87720433	AVEC HEALTH SOLUTIONS	
<b>Serial Number:</b>	87720441	AVEC HEALTH SOLUTIONS	
<b>Serial Number:</b>	87720446	AVEC HEALTH SOLUTIONS	
<b>Serial Number:</b>	87720453	AVEC HEALTH SOLUTIONS	
<b>Serial Number:</b>	87720459	AVEC HEALTH SOLUTIONS	
<b>Serial Number:</b>	87720463	AVEC HEALTH SOLUTIONS	
<b>Serial Number:</b>	87720465	AVEC HEALTH SOLUTIONS	
<b>Serial Number:</b>	87720471	AVEC HEALTH SOLUTIONS	
<b>Serial Number:</b>	87738504	AVEC HEALTH SOLUTIONS	
<b>Serial Number:</b>	87738539	AVEC HEALTH SOLUTIONS	
<b>Serial Number:</b>	87738561	AVEC HEALTH SOLUTIONS	
<b>Serial Number:</b>	87738589	AVEC HEALTH SOLUTIONS	
<b>Serial Number:</b>	87738598	AVEC HEALTH SOLUTIONS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			

OP \$390.00 87720241

**Phone:** 5184877725  
**Email:** jgerbini@woh.com  
**Correspondent Name:** Jean Gerbini  
**Address Line 1:** One Commerce Plaza  
**Address Line 2:** Whiteman Osterman & Hanna LLP  
**Address Line 4:** Albany, NEW YORK 12260

<b>NAME OF SUBMITTER:</b>	Jean Gerbini
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<b>SIGNATURE:</b>	/jean gerbini/
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<b>DATE SIGNED:</b>	12/22/2018
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**Total Attachments: 5**

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## TRADEMARK ASSIGNMENT

**WHEREAS**, AVEC Health Solutions, LLC, a Utah limited liability company (the "Assignor"), having offices at 6995 Union Park Center, Cottonwood Heights, Utah 84047, owns all right, title and interest in and to the marks set forth on **Schedule A** attached to, and made a part of this Assignment (the "Marks"); and

**WHEREAS**, AVEC Health, LLC, a Delaware limited liability company (the "Assignee"), having offices at 1314 Bedford Avenue, Suite 201, Baltimore, Maryland 21208, is desirous of acquiring all of Assignor's right, title and interest in and to the Marks and the goodwill associated therewith.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which by Assignor is hereby acknowledged, and intending to be legally bound hereby, the Assignor does hereby assign, transfer and set over unto the Assignee, its entire right, title, and interest in, to and under: (i) the Marks; (ii) the registrations and applications for registration of the Marks in the United States Patent and Trademark Office and the right to receive certificates of registration for the pending application (collectively, the "Registrations"); and (iii) any and all goodwill relating to the business in connection with which the Marks are used, for the use and enjoyment of the Assignee and its successors and assigns; and

**HEREBY AUTHORIZES AND REQUESTS** the United States Patent and Trademark Office to record the Assignee as the owner of the Marks and the Registrations; and

**HERBY FURTHER AGREES** that Assignor will, upon the request of Assignee, promptly execute and deliver to Assignee any and all papers, instruments or affidavits required or useful to apply for, maintain, issue and enforce the Marks and the Registrations; and

**HEREBY FURTHER SELLS, ASSIGNS, TRANSFERS AND SETS OVER** unto the Assignee any income, royalties, damages, or payment due or payable as of the date hereof or hereafter with respect to the Marks, including, without limitation, any claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for the Assignee's own use and enjoyment, and for the use and enjoyment of its successors and assigns.


Assignor hereby covenants that the Assignor has full right to convey the entire interest herein assigned, and that Assignor has not executed, and will not execute, any agreements inconsistent herewith.

Assignor, by its execution of this Assignment, and Assignee, by its acceptance of this Assignment, each hereby acknowledge and agree that neither the representations and warranties nor the rights, remedies or obligations of either party under any other written

agreement by which the parties are bound shall be deemed to be enlarged, modified or altered in any way by this instrument. This Assignment may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement.

EXECUTED this 19<sup>th</sup> day of DECEMBER 2018.

AVEC HEALTH SOLUTIONS, LLC

By:   
Name: Simon Hughes  
Title: CEO

STATE OF FLORIDA)


COUNTY OF LEE ) ss.:

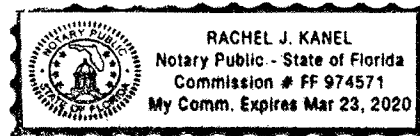
On this 19<sup>th</sup> day of DECEMBER in the year 2018 before me, the undersigned, a Notary Public in and for said State, personally appeared SIMON HUGHES personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

  
Notary Public

ACCEPTED AND AGREED:

AVEC HEALTH, LLC

By:   
Name: Simon Hughes  
Title: Co-President



**SCHEDULE A**

**TRADEMARKS**

**Intellectual Property Rights**

AVEC has filed the following Trademark Applications, none of which has been approved as of closing:

“AVEC” means “AVEC Health Solutions, LLC”

“USPTO” means the “United States Patent and Trademark Office”

<b>IP Right</b>	<b>Description</b>	<b>Applicant</b>	<b>Jurisdiction of Issuance, registration or filing</b>	<b>Application, Registration, or Issuance Number</b>	<b>Filing Date</b>	<b>Issuance or Registration Date</b>
Trademark Application	U.S. Trademark Application No. 87720241 (Trademark for “AVEC Health Solutions”)	AVEC	USPTO	87720241	12-14-17	No final action
Trademark Application	U.S. Trademark Application No. 87720239 (Trademark for “AVEC Health Solutions”)	AVEC	USPTO	87720239	12-14-17	No final action
Trademark Application	U.S. Trademark Application No. 87720433 (Trademark for “AVEC Health Solutions”)	AVEC	USPTO	87720433	12-14-17	No final action
Trademark Application	U.S. Trademark Application No. 87720441 (Trademark for “AVEC Health Solutions”)	AVEC	USPTO	877202441	12-14-17	No final action
Trademark Application	U.S. Trademark Application No. 87720446 (Trademark for “AVEC Health Solutions”)	AVEC	USPTO	87720446	12-14-17	No final action
Trademark	U.S. Trademark	AVEC	USPTO	87720453	12-	No final

Application	Application No. 87720453 (Trademark for "AVEC Health Solutions")				14-17	action
Trademark Application	U.S. Trademark Application No. 87720459 (Trademark for "AVEC Health Solutions")	AVEC	USPTO	87720459	12-14-17	No final action
Trademark Application	U.S. Trademark Application No. 87720463 (Trademark for "AVEC Health Solutions")	AVEC	USPTO	87720463	12-14-17	No final action
Trademark Application	U.S. Trademark Application No. 87720465 (Trademark for "AVEC Health Solutions")	AVEC	USPTO	87720465	12-14-17	No final action
Trademark Application	U.S. Trademark Application No. 87720471 (Trademark for "AVEC Health Solutions")	AVEC	USPTO	87720471	12-14-17	No final action
Trademark Application	U.S. Trademark Application No. 87738504 (Trademark for "AVEC Health Solutions")	AVEC	USPTO	87720504	12-29-17	No final action
Trademark Application	U.S. Trademark Application No. 87738539 (Trademark for "AVEC Health Solutions")	AVEC	USPTO	87720539	12-29-17	No final action
Trademark Application	U.S. Trademark Application No. 87738561 (Trademark for "AVEC Health Solutions")	AVEC	USPTO	87738561	12-29-17	No final action
Trademark Application	U.S. Trademark Application No. 87738589 (Trademark for "AVEC Health Solutions")	AVEC	USPTO	87738589	12-29-17	No final action
Trademark Application	U.S. Trademark Application No.	AVEC	USPTO	87738598	12-29-17	No final action

	87738598 (Trademark for “AVEC Health Solutions”)					
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