

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM504491

<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>
MedSave USA, LLC		12/31/2018	Limited Liability Company: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CIOX Health, LLC		
<b>Street Address:</b>	925 North Point Parkway		
<b>Internal Address:</b>	Suite 350		
<b>City:</b>	Alpharetta		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30005		
<b>Entity Type:</b>	Limited Liability Company: GEORGIA		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5280493	ARROCARE	
<b>Registration Number:</b>	5059492	AGGREGATIONIQ	
<b>Registration Number:</b>	5058647		
<b>Registration Number:</b>	5091846	ARROHEALTH	
<b>Registration Number:</b>	5280491	ARROADVANTAGE	
<b>Registration Number:</b>	5423012	ARROINTELLIGENCE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6172359493		
<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>	6179517790		
<b>Email:</b>	ronald.duvernay@ropesgray.com		
<b>Correspondent Name:</b>	Ronald M. Duvernay		
<b>Address Line 1:</b>	Prudential Tower, 800 Boylston Street		
<b>Address Line 2:</b>	Ropes & Gray LLP		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02199-3600		
<b>ATTORNEY DOCKET NUMBER:</b>	112649-0034		
<b>NAME OF SUBMITTER:</b>	Ronald M. Duvernay		

CH \$165.00 5280493

<b>SIGNATURE:</b>	/r duvernay/
<b>DATE SIGNED:</b>	01/04/2019
<b>Total Attachments: 5</b> source=CIOX Assignment#page1.tif source=CIOX Assignment#page2.tif source=CIOX Assignment#page3.tif source=CIOX Assignment#page4.tif source=CIOX Assignment#page5.tif	

**TRADEMARK ASSIGNMENT AGREEMENT**

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment") is dated as of December 31, 2018 ("Effective Date"), and is made from MedSave USA, LLC, a Florida limited liability company ("Assignor"), to CIOX Health, LLC, a Georgia limited liability company ("Assignee").

**WITNESSETH:**

**WHEREAS**, Assignor is the owner of those certain trademarks and logos, including the registrations and applications set forth in the attached Schedule A (collectively, the "Trademarks"); and

**WHEREAS**, Assignee, an affiliate of Assignor, has agreed to take delivery of and acquire, and Assignor has agreed to convey, deliver, transfer and assign to Assignee, all of Assignee's right, title and interest in, to and under the Trademarks.

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

1. Assignment of Rights. Effective upon the Effective Date, Assignor hereby sells, conveys, delivers, transfers and assigns to Assignee all of its right, title and interest in, to and under (a) the Trademarks, (b) the goodwill associated with the use of and symbolized by the Trademarks, (c) all applications and registrations for the Trademarks, and (d) any and all rights, benefits, privileges and proceeds under the Trademarks throughout the world, including, without limitation, (i) any and all claims by Assignor against any third party for past, present or future infringement, dilution, misappropriation, misuse or other violation of any of the Trademarks, (ii) the exclusive right to apply for and maintain all registrations, renewals and/or extensions thereof, and (iii) the exclusive right to grant licenses or other interests therein.

2. Recordation. Effective upon the Effective Date, Assignee shall be responsible for and shall pay all costs relating to the registration, maintenance and prosecution of the Trademarks, including without limitation payment of any associated fees therefor, for the notarization, authentication, legalization or consularization of the signatures hereof, and for the recording of such assignment documents with the appropriate governmental authorities. Assignor agrees that Assignee shall have the rights to register and record its rights in the Trademarks, in Assignee's name, in the United States Patent and Trademark Office or in any foreign equivalent thereof.

3. Attorney. Assignor hereby appoints Assignee as Assignor's true and lawful attorney in fact for the sole purpose of this Assignment, with full power of substitution in Assignor's name and stead, to take any and all steps, including proceedings at law, in equity or otherwise, to execute, acknowledge and deliver any and all instruments and assurances necessary or expedient in order to vest or perfect the aforesaid rights and causes of action more effectively in Assignee or to protect the same or to enforce any claim or right of any kind with respect thereto. This includes, but is not limited to, any rights with respect to the Trademarks that may have accrued in Assignor's favor from the respective date of first creation of any of the Trademarks to the date of this Assignment.

4. Further Assurances. Assignor further agrees that Assignor will, without demanding any further consideration therefor, at the request but at the expense of Assignee, do all lawful and just acts, including without limitation the execution and acknowledgment of instruments, that may be or become necessary to effect or formalize the transfer of the Trademarks.

5. Miscellaneous. This Assignment may be executed in any number of counterparts, each of which shall be an original, but all of such counterparts together constitute one and the same instrument. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. This Assignment and the rights and obligations of the parties hereunder shall be construed in accordance with and governed by the laws of the State of Delaware, without regard to conflict of laws principles.

[Remainder of page intentionally left blank; signature pages follow]

IN WITNESS WHEREOF, the parties have executed, made and entered into this Assignment as of the date first set forth above.

MEDSAVE USA, LLC

By: *Lori Reel*  
Name: Lori Reel  
Title: Chief Accounting Officer and Assistant  
Secretary

*[Signature Page to Trademark Assignment Agreement]*


CIOX HEALTH, LLC

By: *Lori Reel*  
Name: Lori Reel  
Title: Chief Accounting Officer and Assistant  
Secretary

*{Signature Page to Trademark Assignment Agreement}*

## Schedule A

### Assigned Trademarks

Mark	Country	Status	Serial No. Filing Date	Reg. No. Reg. Date
ARROCARE	United States of America	Registered	87/324,082 2/3/17	5280493 9/5/17
AGGREGATIONIQ	United States of America	Registered	86/945,109 3/18/16	5059492 10/11/16
ARROPOINT (Design Only) 	United States of America	Registered	86/923,807 2/29/16	5058647 10/11/16
ARROHEALTH	United States of America	Registered	86/532,075 2/11/15	5091846 11/29/16
ARROADVANTAGE	United States of America	Registered	87/324,068 2/3/17	5280491 9/5/17
ARROINTELLIGENCE	United States of America	Registered	87/569,130 8/15/17	5423012 3/13/18