

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM504530

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Aptus Health, Inc.		12/19/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Health eVillages, Inc.		
Street Address:	10 Post Office Square		
Internal Address:	Suite 995		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02109		
Entity Type:	Corporation: MASSACHUSETTS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4425213	HEALTH EVILLAGES	
CORRESPONDENCE DATA			
Fax Number:	7325945760		
<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:	(732) 594-1767		
Email:	trademarkus@merck.com		
Correspondent Name:	James A. Thomas		
Address Line 1:	126 E. Lincoln Avenue		
Address Line 2:	RY86-2039B Trademarks		
Address Line 4:	Rahway, NEW JERSEY 07065		
ATTORNEY DOCKET NUMBER:	;29582 US 1 HEA#		
NAME OF SUBMITTER:	James A. Thomas		
SIGNATURE:	/jat/		
DATE SIGNED:	01/04/2019		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is entered into as of the ^{19th} day of December, 2018, by and between Aptus Health, Inc., a Delaware corporation whose principal office is at 55 Walkers Brook Drive, Suite 500, Reading, MA 01867 ("Assignor"), and Health eVillages, Inc., a Massachusetts corporation whose principal office is at 10 Post Office Square, Suite 995, Boston, MA 02109 ("Assignee").

WHEREAS Assignor is listed at the United States Patent and Trademark Office as the legal owner of the federal registration (the "Registration") for the trademark (the "Mark") set forth in the attached Exhibit A;

WHEREAS Assignor makes no warranties of any kind with regard to the Registration or the Mark, including without limitation any express or implied warranties regarding title in or validity of such Registration or such Mark;

WHEREAS Assignee is desirous of acquiring all of rights Assignor may have in such Registration and Mark to the extent Assignor may have such rights and even though it knows that Assignor makes no warranties of any kind, whether express or implied, regarding such rights;

NOW, THEREFORE, for good and valuable consideration, receipt of which Assignor acknowledges by its execution below, Assignor assigns to Assignee all its right, title and interest in and to the Registration and Mark, together with any goodwill of the business symbolized by such Registration and Mark, under the following condition:

1. No Warranties. Assignor makes no, and hereby disclaims, any and all warranties with regard to its rights in the Registration or the Mark or regarding the Registration or Mark themselves. In particular, ASSIGNOR MAKES NO, AND HEREBY DISCLAIMS ANY, EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, AND TITLE OR THAT IT HAS OR HAS NOT DISCLOSED ANY OR ALL INFORMATION REGARDING THE REGISTRATION OR MARK. Assignor further makes no warranties regarding whether or not the Registration or Mark infringe or are being infringed by any other party or that there are any facts that to the knowledge of Assignor would constitute an infringement of the Registration or the Mark.

2. No Claims Against Assignor. Assignee represents and warrants to Assignor that it accepts the Registration and Mark without any warranties and will make no claim of any kind against Assignor for breach of duty, warranty, or contract, or make any other claim against Assignor, because the Registration or Mark are invalid, unenforceable, non-existent, expired, abandoned, infringed, lapsed, or in any way limited or terminated, or that Assignor does not have any rights in said Registration or Mark as of the time of this assignment, or that this

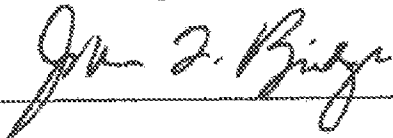
assignment operates in any way to abandon or in any other way cause the loss of any such rights that are the subject of this Assignment.

3. Release. Assignee hereby releases Assignor, its successors and assigns, from any and all claims that may arise as between Assignor and Assignee solely with respect to Assignor's registration of the Mark.

4. Further Covenants and Costs. All costs related to this Assignment shall be borne by Assignee. Each party agrees to perform all acts, including without limitation executing documents or certificates, as may be reasonably required by the other party in order to carry out the intent and purposes of this Assignment; provided that Assignee shall bear all costs of any such acts and shall reimburse Assignor its costs incurred in taking any such acts. In addition, Assignee agrees to record promptly this Assignment (or such suitable short form assignment or notice, as may be applicable) in any trademark register where such recordal is required to change the name and address of record for such Registration and/or Mark or to take promptly such other action as may be advisable to ensure that all correspondence regarding the Registration and Mark will be sent to Assignee; and Assignee further agrees to indemnify and hold harmless Assignor from and against, and to reimburse Assignor for, all costs and expenses it may incur in handling any matter or document sent to it as owner of record of the relevant Registration and/or Mark after execution of this Assignment.

This Assignment is effective as of the 19th day of December, 2018.

ASSIGNOR: Aptus Health, Inc.



By: John L. Bridge
Its: CFO

ASSIGNEE: Health eVillages, Inc.



By: MERRIL PRESS
Its: EXECUTIVE DIRECTOR

Exhibit A

US - Trademark: HEALTH eVILLAGES

Word Mark	HEALTH EVILLAGES
Goods and Services	IC 044. US 100 101. G & S: Charitable services, namely, enabling safe and efficient medical care in the most challenging clinical environments, anywhere in the world, by securing new and refurbished mobile phones and handheld devices, loading those devices with the latest in clinical decision support technology, and ultimately providing those devices to medical professionals providing public health services in poor, remote and underserved areas. FIRST USE: 20100228. FIRST USE IN COMMERCE: 20100228
Standard Characters Claimed	
Mark Drawing Code	(4) STANDARD CHARACTER MARK
Serial Number	85879009
Filing Date	March 18, 2013
Current Basis	1A
Original Filing Basis	1A
Published for Opposition	August 13, 2013
Registration Number	4425213
International Registration Number	1179488
Registration Date	October 29, 2013

Owner (REGISTRANT) Skyscape.com, Inc. CORPORATION DELAWARE Suite
320 293 Boston Post Road West Marlborough MASSACHUSETTS
017524615

(LAST LISTED OWNER) APTUS HEALTH, INC. CORPORATION
DELAWARE 55 WALKERS BROOK DRIVE SUITE 500 READING
MASSACHUSETTS 01867

**Assignment
Recorded** ASSIGNMENT RECORDED

**Attorney of
Record** Thomas F. Dunn

Disclaimer NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "HEALTH"
APART FROM THE MARK AS SHOWN

Type of Mark SERVICE MARK

Register PRINCIPAL

**Live/Dead
Indicator** LIVE