

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM505754

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HealthEssentials, LLC		01/10/2019	Limited Liability Company: NEVADA
RECEIVING PARTY DATA			
Name:	Remita Health Management, LLC		
Street Address:	19900 MacArthur Blvd., Suite 950		
City:	Irvine		
State/Country:	CALIFORNIA		
Postal Code:	92612		
Entity Type:	Limited Liability Company: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5591752	REMITA HEALTH	
CORRESPONDENCE DATA			
Fax Number:	8002249751		
<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:	7146120408		
Email:	allen.bauzon@remitahealth.com		
Correspondent Name:	Allen Bauzon		
Address Line 1:	19900 MacArthur Blvd., Suite 950		
Address Line 4:	Irvine, CALIFORNIA 92612		
NAME OF SUBMITTER:	Allen Bauzon		
SIGNATURE:	/Allen Bauzon/		
DATE SIGNED:	01/14/2019		
Total Attachments: 3			
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OP \$40.00 5591752

Trademark Assignment Agreement

This Trademark Assignment Agreement (this "Agreement") is entered into as of the 10th day of January, 2019 (the "Effective Date") by and between HealthEssentials, LLC (the "Assignor"), a Nevada Limited Liability Company and having its principal place of business at 19900 MacArthur Blvd., Suite 950, Irvine, CA, 92612 and Remita Health Management, LLC (the "Assignee"), a California Limited Liability Company and having its principal place of business at 19900 MacArthur Blvd., Suite 950, Irvine, California, 92612.

A. Whereas the Assignor and the Assignee are both wholly owned subsidiaries of Health Essentials Acquisition Corp.

B. Whereas Assignor owns the entire right, title and interest in and to a certain U.S. Trademark.

C. Whereas Assignee desires to acquire all or Assignor's right, title, and interest in and to the Marks together with all the goodwill of the symbolized thereby, and Assignor desires to assign all such right, title and interest in and to the Marks to Assignee upon the terms and conditions set forth herein.

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

1. **Mark.** The term "Mark" as used in this Agreement shall mean any registered and unregistered trademarks, service marks, logos, designs, trade names, domain names, package designs, and product designs, including but not limited to all registrations and/or registration application rights and all rights to prepare derivative marks, together with all the goodwill of the business symbolized thereby, and all other rights in the United States and in all countries and territories worldwide and under any international convention (hereinafter collectively referred to as "Mark") identified as follows:

Mark Name: Remita Health

Application or Registration Number: 5591752

Date of Application or Registration: October 23, 2018

Description of Goods/Services: Hospice Services


2. **Assignment.** Assignor hereby irrevocably assigns, grants, and transfers to Assignee all rights, title, and interest in and to the Mark in perpetuity. Assignor further authorizes the United States Patent and Trademark Office and all other agencies in jurisdictions outside the United States to record the transfer of the registration. After the Effective Date, Assignor agrees to make no further use of the Mark or any confusingly similar mark in the United States and anywhere in the world, except as may be expressly authorized by the parties in writing. Assignor further agrees to not challenge Assignee's use or ownership of the Mark.

3. **Consideration.** Assignee shall pay Assignor the sum of \$100.00, payable on January 10, 2019 in consideration for assignment of the Mark.
4. **Execution and Delivery.** After Assignee pays the amount due, Assignor shall execute and deliver to Assignee any and all instruments of sale, transfer, conveyance, assignment, and confirmations as Assignee may lawfully request in order to obtain, perfect, maintain, or otherwise enable the transfer, conveyance, and assignment to Assignee and to confirm Assignee's title to the Mark and any and all related federal and state trademark registrations and/or registration application rights.
5. **Legal Fees.** If either party, any heir, personal representative, successor, or assign of either party hereto enforce this Agreement through litigation, the prevailing party shall be liable for reasonable legal fees and expenses incurred by the other party in connection with such litigation, including, but not limited to, any appeals.
6. **Entire Agreement.** This Agreement constitutes the entire agreement between Assignor and Assignee and supersedes all prior understandings of Assignor and Assignee, including any prior representation, statement, condition, or warranty.
7. **Modification and Waiver.** This Agreement may be amended or modified only by a written agreement signed by both of the parties. Neither party will be charged with any waiver of any provision of this Agreement, unless such waiver is evidenced by a writing signed by the party and any such waiver will be limited to the terms of such writing
8. **Severability.** If any provision of this Agreement is held to be invalid or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid and enforceable as though the invalid or unenforceable parts had not been included in this Agreement.
9. **Jurisdiction.** This Agreement will be governed by and construed in accordance with the laws of the State of California, without regard to the principles of conflict of laws. Each party consents to the exclusive jurisdiction of the courts located in the State of California for any legal action, suit or proceeding arising out of or in connection with this Agreement. Each party further waives any objection to the laying of venue for any such suit, action or proceeding in such courts.
10. **Successors and Assigns.** This Agreement will inure to the benefit of and be binding on the respective successors and permitted assigns of the parties.


[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

HealthEssentials, LLC

By: 
Name: Ryan Jessop
Title: CFO

Remita Health Management, LLC

By: 
Name: Allen Bauzon
Title: Corp. Secretary