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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM507083

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	

CONVEYING PARTY DATA

Name	Name Formerly		Entity Type
American Medical Alert Corp.		01/23/2019	Corporation: NEW YORK

RECEIVING PARTY DATA

Name:	Turnstall Group Limited	
Street Address:	Whitey Lodge	
Internal Address:	Whitley Bridge	
City:	Yorkshire	
State/Country:	UNITED KINGDOM	
Postal Code:	DN14 0HR	
Entity Type:	Limited Company: UNITED KINGDOM	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	4799595	THE VOICE OF CONNECTED HEALTH

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 2122942684

Email: trademarkny@winston.com
Correspondent Name: Mary Katherine Kulback
Address Line 1: 35 W. Wacker Drive
Address Line 2: Winston & Strawn LLP

Address Line 4: Chicago, ILLINOIS 60601-9703

ATTORNEY DOCKET NUMBER: 87327.3	
NAME OF SUBMITTER: Mary Katherine Kulback	
SIGNATURE:	/Mary Katherine Kulback by trademarkny/
DATE SIGNED:	01/24/2019

Total Attachments: 4

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TRADEMARK ASSIGNMENT

This Trademark Assignment ("<u>Assignment</u>") is made and entered into effective as of January 23, 2019 (the "<u>Effective Date</u>"), by and between American Medical Alert Corp., a New York corporation located and doing business at 3636 33rd Street, Long Island City, New York 11106 ("<u>Assignor</u>") and Tunstall Group Limited, a company whose registered office is at Whitley Lodge, Whitley Bridge, Yorkshire, DN14 0HR, United Kingdom ("<u>Assignee</u>").

- A. Assignor is the owner of the trademarks and trademark applications and registrations listed in Exhibit A attached hereto; and
- B. Assignee wishes to purchase, and Assignor is willing to sell, assign, convey and transfer to Assignee, all right, title and interest in and to each such trademark, trademark application and registration listed in Exhibit A, all goodwill associated therewith and all related and corresponding rights in any jurisdiction in the world (collectively, the "Marks"), on the following terms and conditions.

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

- Î. Assignment. Assignor hereby irrevocably sells, assigns, conveys, transfers and sets over to Assignee, its successors and assigns, the entire worldwide right, title and interest in and to the Marks, the goodwill of the business symbolized by the Marks, and all registrations that have been or may be granted thereon, all applications for registrations thereof, and all common law rights and copyright and domain name rights in the Marks worldwide, together with all rights and privileges granted and secured thereby, including all rights to register, renew, defend, and protect interests therein under the applicable laws of all jurisdictions and all claims, demands, income, damages, royalties, payments, accounts and accounts receivable now or hereafter due and/or payable, and rights of action, both statutory and based upon common law, that Assignor has or might have by reason of any past, present or future infringement or other violation of the Marks prior to, on, or after the date of this Assignment, together with the right to prosecute such claims, demands, and rights of action in Assignee's own name, all of said rights to be held and enjoyed by Assignee, for its own use and benefit and for the use and benefit of its successors, assigns or other legal representatives as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.
- 2. <u>Authorization</u>. Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as owner of the Marks, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.
- 3. <u>Further Assurances</u>. Assignor will promptly execute any additional assignment or other documents reasonably requested by Assignee, its successors and assigns, and do all other lawful acts reasonably necessary to carry out the intent of this Assignment. The cost of recording and

TRADEMARK REEL: 006535 FRAME: 0104 registering ownership rights in the Marks shall be bome solely by Assignee, its successors and assigns.

4. <u>Miscellaneous</u>. This Assignment and the exhibits hereto constitute the entire understanding and agreement of the parties with respect to the subject matter hereof and supersede any and all written or oral, prior or contemporaneous understandings and agreements. This Assignment may only be amended by written agreement of the parties. This Assignment may be executed and delivered by facsimile or portable document format in two or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument. This Assignment shall be binding upon the parties, their heirs, successors and assigns, and all others acting by, through, with or under their direction, and all those in privity therewith. The governing law of this Assignment shall be that of the State of New York, without regard to its conflicts of law principles.

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

AMERICAN MEDICAL ALERT CORP.	TUNSTALL GROUP LIMITED
ву:	Contract of
	By:
Name: OXX WERE	Name: Gordon Sutherland
Title: <u>CEO</u>	Title: Group CEQ
Date: <u>Januara 23, 2019.</u>	Date: 22 January 2019

EXHIBIT A

MARKS

Jurisdiction	Trademark	Reg. No. App. No.	Status
US	THE VOICE OF CONNECTED HEALTH	4799595 86513387	Registered
Common Law	CONNECTED HEALTH	N/A	N/A
Common Law	TELEHEALTH SOLUTIONS	N/A	N/A
Common Law	CONNECTED CARE	N/A	N/A
Common Law	VI+	N/A	N/A
Common Law	MYACTIVE	N/A	N/A
Common Law	IVI	N/A	N/A

RECORDED: 01/24/2019

TRADEMARK REEL: 006535 FRAME: 0107