

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM499432

<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>
Dr. John Phillips		11/21/2018	INDIVIDUAL: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Med-Compliance IQ, Inc.		
<b>Street Address:</b>	1275 Kinnear Road		
<b>City:</b>	Columbus		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	43212		
<b>Entity Type:</b>	Corporation: OHIO		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87250334	SHUTTERHEALTH	
<b>Registration Number:</b>	5226177		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6142272100		
<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>	6142272000		
<b>Email:</b>	rmorgan@porterwright.com		
<b>Correspondent Name:</b>	Robert J. Morgan		
<b>Address Line 1:</b>	41 South High Street		
<b>Address Line 2:</b>	Suite 2900		
<b>Address Line 4:</b>	Columbus, OHIO 43215		
<b>ATTORNEY DOCKET NUMBER:</b>	216292		
<b>NAME OF SUBMITTER:</b>	Robert J. Morgan		
<b>SIGNATURE:</b>	/Robert J. Morgan/		
<b>DATE SIGNED:</b>	11/26/2018		
<b>Total Attachments: 4</b>			
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ASSIGNMENT OF TRADEMARK REGISTRATIONS  
AND APPLICATIONS FOR REGISTRATION

This ASSIGNMENT OF TRADEMARK REGISTRATIONS AND APPLICATIONS FOR REGISTRATION (“Trademark Assignment”), dated as of the date of signature set forth below, is made by Dr. John Phillips (“Assignor”), an individual, in favor of Med-Compliance IQ, Inc. (“Assignee”), an Ohio corporation. This Trademark Assignment is to further effectuate the intent and purpose of the Intellectual Property Assignment and Contribution Agreement (the “IP Assignment”) between Assignor and Assignee dated July 13, 2018.

WHEREAS, under the terms of the IP Assignment, Assignor has conveyed, transferred, and assigned to Assignee, certain intellectual property of Assignor, and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in other applicable jurisdictions;

NOW THEREFORE, in accordance with, and furtherance of, the terms of the IP Assignment, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor hereby assigns to Assignee all right, title, and interest in and to:
  - a. the marks identified on the Schedule A attached hereto which are the subject of registrations and applications for registration in the United States Patent and Trademark Office and other trademark offices in jurisdictions around the world (collectively, “the Marks”)
  - b. the Marks, including all claims for damages for past infringement, together with the goodwill of the business symbolized by the Marks;
  - c. all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
  - d. any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
  - e. any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Terms of the IP Assignment. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the IP Assignment, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Marks. The representations, warranties, covenants, agreements, and indemnities contained in the IP Assignment shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the IP Assignment and the terms hereof, the terms of the IP Assignment shall govern.

3. Associated Business. The parties hereto agree that the assignment of the Marks pursuant to this Trademark Assignment, and IP Assignment, and other agreements and understandings between the parties, is to Assignee as the successor to the ongoing business of the Assignor to which the marks pertain.

4. Additional Documents. Assignor agrees to further execute any documents, or take any additional actions, as necessary to fulfill the assignment of the Marks or any other marks later identified as being subject to the IP Assignment.

**Dr. John Phillips**  
**(Assignor)**

By: \_\_\_\_\_

Printed Name: Dr. John Phillips

Date: \_\_\_\_\_

**Med-Compliance IQ, Inc.**  
**(Assignee)**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

4. Additional Documents. Assignor agrees to further execute any documents, or take any additional actions, as necessary to fulfill the assignment of the Marks or any other marks later identified as being subject to the IP Assignment.

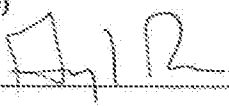
Dr. John Phillips  
(Assignor)

By: 

Printed Name: Dr. John Phillips

Date: 21 Nov 2018

Med-Compliance IQ, Inc.  
(Assignee)

By: 

Printed Name: GARY J. ROSS

Title: CEO

Date: 21 Nov. 2018


Schedule A

U.S. Trademark Applications and Registrations

Mark	Number	Filed Date Reg. Date	Goods	Current Owner
SHUTTERHEALTH	App. Serial No. 87250334	11/29/2016	CI 9: Computer application software for mobile phones, namely, software for viewing and accessing general and personalized medical and health-related information via their mobile device; software for permitting medical providers the ability to monitor patient condition and appearance via their mobile device; software for permitting medical patients the ability to communicate with medical providers regarding their condition and appearance via their mobile device	John A. Phillips MD
			CI 9: Computer application software for mobile phones provided to healthcare providers and post-treatment patients for viewing and accessing general and personalized medical and health-related information via	

**Schedule A**

**U.S. Trademark Applications and Registrations**

<b>Mark</b>	<b>Number</b>	<b>Filed Date Reg. Date</b>	<b>Goods</b>	<b>Current Owner</b>
<b>SHUTTERHEALTH</b>	App. Serial No. 87250334	11/29/2016	CI 9: Computer application software for mobile phones, namely, software for viewing and accessing general and personalized medical and health-related information via their mobile device; software for permitting medical providers the ability to monitor patient condition and appearance via their mobile device; software for permitting medical patients the ability to communicate with medical providers regarding their condition and appearance via their mobile device	John A. Phillips MD
	Reg. No. 5226177	04/21/2016 06/20/2017	CI 9: Computer application software for mobile phones provided to healthcare providers and post-treatment patients for viewing and accessing general and personalized medical and health-related information via their mobile device, software for permitting medical providers the ability to monitor post-treatment patients' wounds via their mobile device, software for post-treatment wound patients to communicate securely and exclusively with medical providers regarding their medical condition via their mobile device	John A. Phillips MD