

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM510168

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Peter A. Rusconi		01/18/2019	INDIVIDUAL:
Cardio Express LLC		01/18/2019	Limited Liability Company: CONNECTICUT
RECEIVING PARTY DATA			
Name:	ECP-PF: CT Operations, Inc.		
Street Address:	C/O Exaltare Capital Partners		
Internal Address:	500 Boylston St., 13th Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02116		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3159895	CARDIO EXPRESS	
CORRESPONDENCE DATA			
Fax Number:	2156562498		
<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:	215-656-3381		
Email:	pto.phil@dlapiper.com		
Correspondent Name:	IP GROUP OF DLA PIPER LLP (US)		
Address Line 1:	ONE LIBERTY PLACE		
Address Line 2:	1650 MARKET ST. SUITE 4900		
Address Line 4:	PHILADELPHIA, PENNSYLVANIA 19103		
NAME OF SUBMITTER:	Darius C. Gambino		
SIGNATURE:	/dariuscgambino/		
DATE SIGNED:	02/14/2019		
Total Attachments: 6			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this "Agreement"), effective as of January 18, 2019 (the "Effective Date"), is by and between ECP-PF: CT Operations, Inc., c/o Exaltare Capital Partners, 500 Boylston St., 13th Floor, Boston Massachusetts 02116 ("Assignee") on the one hand, and Peter A. Rusconi, an individual with an address of 234 Talcottville Road, Vernon Connecticut 06066, and Cardio Express LLC, a Connecticut Limited Liability Company with an address of 234 Talcottville Road, Vernon Connecticut 06066 (collectively, "Assignor") on the other hand.

Recitals

WHEREAS, Assignor and Assignee have entered into a certain Asset Purchase Agreement, dated as of the date hereof (the "Purchase Agreement"; all capitalized terms used in this Agreement but not otherwise defined herein are given the meanings set forth in the Purchase Agreement), pursuant to which, among other things, Assignor has agreed to assign all of its rights, title and interests in, (i) the trademarks listed on **Schedule A** attached hereto (all such trademarks, registrations and applications, collectively, the "Trademarks"), and (ii) the domain names set forth on **Schedule B** (the "Domain Names") (collectively the Trademarks and Domain Names being designated the "Assigned IP").

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Subject to the terms and conditions of the Purchase Agreement, and for the sum of \$1.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign unto Assignee all of Assignor's right, title and interest in and to the Assigned IP and the registrations and applications therefor, including any and all renewals, extensions, continuations, restorations and reversions thereof, in the United States and throughout the world together with the goodwill of the business symbolized by the Assigned IP, along with the right to sue and recover for, and the right to profits, penalties or damages due or accrued, arising out of or in connection with any and all past, present and future infringements or dilution of or damage or injury to the Assigned IP or such represented goodwill, in each case, subject to the terms and conditions of the Agreement. To the extent that any of the Trademarks constitute "intent to use" applications filed in the US Trademark Office, Assignor and Assignee hereby agree and acknowledge that such Trademarks are being assigned with all or substantially all of the Assignor's business relating to the respective Trademark.

2. Assignor agrees to execute and deliver at the request of Assignee, all papers, instruments, and assignments, and to perform other reasonable acts Assignee may require in order to vest all of Assignor's right, title and interest in and to the Assigned IP in Assignee and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by Assignee, to the extent such evidence is in the possession or control of Assignor.

3. Terms of the Purchase Agreement. The terms of the Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement 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 Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. No Implied Rights in Third Parties. Nothing expressed or implied in this Agreement is intended to confer upon any person, other than the parties hereto, or their respective successors or permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

5. Successors and Assigns. This Assignment and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

6. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

7. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

8. Further Assurances. Each of the parties hereto shall execute and deliver, at the reasonable request of the other party hereto, such additional documents, instruments, conveyances and assurances and take such further actions as such other party may reasonably request to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement.

9. Amendments. This Agreement may not be modified except by an instrument in writing signed by the duly authorized representatives of the parties hereto.

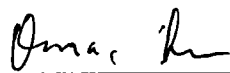
10. Entire Agreement. This Agreement, together with the Purchase Agreement, constitutes the entire understanding of the parties hereto with respect to the subject matter hereof and supersedes all prior agreements, proposals or representations, written or oral, between the parties hereto relating to the subject matter hereof.

SIGNATURE PAGE FOLLOWS

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

ASSIGNEE:

ECP-PF: CT OPERATIONS, INC.,

By: 
Name: Omar Simmons
Title: Executive Chairman

ASSIGNOR:

PETER A. RUSCONI

By: _____
Name: Peter A. Rusconi

CARDIO EXPRESS LLC

By: _____
Name: Peter A. Rusconi
Title: Manager

[Remainder of page intentionally left blank]

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

ASSIGNEE:

ECP-PF: CT OPERATIONS, INC.,

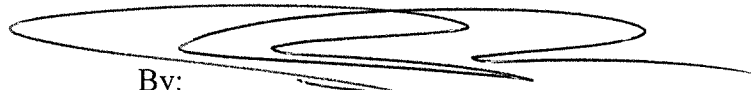
By: _____

Name: Omar Simmons

Title: Executive Chairman

ASSIGNOR:

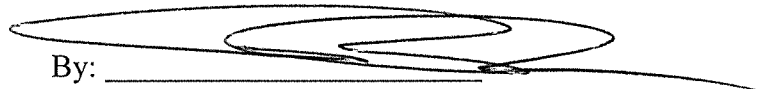
PETER A. RUSCONI



By: _____

Name: Peter A. Rusconi

CARDIO EXPRESS LLC



By: _____

Name: Peter A. Rusconi

Title: Manager

[Remainder of page intentionally left blank]

Schedule A

Registered Trademarks & Pending Applications

United States

Mark	Reg. No.	App. No.	Owner	Recorded Owner
CARDIO EXPRESS	3159895	78382454	Peter A. Rusconi	Peter A. Rusconi

Schedule B

Domain Names

Domain Name	Owner	Registrar
mycardioexpress.net	Cardio Express LLC	GoDaddy
mycardioexpress.org	Cardio Express LLC	GoDaddy
mycardioexpress.com	Cardio Express LLC	GoDaddy