

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM513974

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VoicePort LLC		03/08/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Prescribe Wellness, LLC		
Doing Business As:	PrescribeWellness		
Street Address:	9701 Jeronimo Road		
Internal Address:	Suite 300		
City:	Irvine		
State/Country:	CALIFORNIA		
Postal Code:	92618		
Entity Type:	Limited Liability Company: NEVADA		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	86118122	SYNCHRO-SCRIPT	
Serial Number:	77376317	PHARMAPHONETICS	
Serial Number:	85290707	PHARMAREMIND	
Serial Number:	85290765	MYRX PHARMAREMIND	
Serial Number:	85290748	MYRX	
Serial Number:	77032933	PHARMAVOICE	
Serial Number:	87092859	CLARO	
CORRESPONDENCE DATA			
Fax Number:	4154421001		
<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:	415-442-1467		
Email:	michelle.raynes@morganlewis.com		
Correspondent Name:	Gene K. Park		
Address Line 1:	1111 Pennsylvania Avenue, NW		
Address Line 2:	Attn: TMSU		
Address Line 4:	Washington, D.C. 20004		

CH \$190.00 86118122

ATTORNEY DOCKET NUMBER:	000929.0031
NAME OF SUBMITTER:	Michelle S. Raynes
SIGNATURE:	/Michelle S. Raynes/
DATE SIGNED:	03/13/2019
Total Attachments: 3 source=Trademark Assignmetn VoicePort LLC to Preserve Wellness#page1.tif source=Trademark Assignmetn VoicePort LLC to Preserve Wellness#page2.tif source=Trademark Assignmetn VoicePort LLC to Preserve Wellness#page3.tif	

CONFIRMATORY TRADEMARK ASSIGNMENT

This CONFIRMATORY TRADEMARK ASSIGNMENT (together with the schedule(s) attached hereto, this "Trademark Assignment") is dated March 8th, 2019 and entered in by and between VoicePort LLC, a Delaware limited liability company with a business address 500 Lee Road, Suite 200, Rochester, NY 14606 ("Assignor"), and Prescribe Wellness, LLC (d/b/a PrescribeWellness), a Nevada limited liability company with a business address at 9701 Jeronimo Road, Suite 300, Irvine, CA 92618 ("Assignee").

Assignor and Assignee are parties to that certain Asset Purchase Agreement (the "Purchase Agreement") dated as of May 3, 2018 (the Purchase Agreement Effective Date), pursuant to which Assignor agreed to sell certain assets of its Business (including the Transferred IP) to Assignee. All capitalized terms used but not defined herein shall have the meanings assigned to such terms in the Purchase Agreement.

Pursuant to the terms of the Purchase Agreement, Assignor assigned, transferred, conveyed, and delivered to Assignee, and Assignee acquired and accepted from Assignor, all of Assignor's right, title, and interest in, to and under all of the Transferred IP, including the trademarks and corresponding registrations set forth on Schedule A to this Trademark Assignment (the "Assigned Trademarks").

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

1. Assignor hereby confirms having assigned, transferred, conveyed, and delivered to Assignee, and Assignee hereby confirms acquiring and accepting from Assignor, effective as of the Purchase Agreement Effective Date, all of Assignor's right, title and interest in, to and under the Assigned Trademarks, including (a) all of the goodwill associated with all of the Assigned Trademarks; (b) all rights to file for and maintain registrations therefor; (c) all rights of action accrued, accruing and to accrue under and by virtue of the Assigned Trademarks; and (d) all right to sue or otherwise recover for past, present and future infringement and to receive all damages, payments, costs and fees associated therewith.

2. Assignor authorizes and requests the Commissioner of Trademarks of the United States of America and the empowered officials of all other relevant governments to issue or transfer all Assigned Trademarks to Assignee, as assignee of the entire right, title, and interest therein.

3. This Trademark Assignment may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Trademark Assignment by facsimile, email or other electronic transfer shall be effective as delivery of a manually executed counterpart to this Trademark Assignment.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Confirmatory Trademark Assignment as of the Effective Date.

ASSIGNOR:

VoicePort LLC

By: 

Name: Christopher Mann

Title: President and CEO

ASSIGNEE:

Prescribe Wellness, LLC

By: 

Name: Benjamin W. Korman

Title: CEO

Schedule A to Confirmatory Trademark Assignment

SYNCHRO-SCRIPT	Registered	86/118,122
PHARMAPHONETICS	Registered	77/376,317
PHARMAREMIND	Cancelled	85/290,707
MYRX1PHARMAREMIND	Abandoned	85/290,765
MYRX	Abandoned	85/290,748
PHARMAVOICE	Abandoned	77/032,933
CLARO	Abandoned	87/092,859