

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM514816

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Lighting Science Group Corporation		01/01/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Healthe, Inc.		
Street Address:	801 N. Atlantic Avenue		
City:	Cocoa Beach		
State/Country:	FLORIDA		
Postal Code:	32931		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 18			
Property Type	Number	Word Mark	
Registration Number:	4739852	AWAKE&ALERT	
Registration Number:	4139111	GLIMPSE	
Registration Number:	4657183	GOOD NIGHT	
Registration Number:	5525637	GOODNIGHT	
Registration Number:	5428877	GOODDAY	
Registration Number:	5125902	GOODDAY	
Registration Number:	5546322	HEALTHE	
Registration Number:	5206373	L-BAR	
Registration Number:	4657184	SLEEPY BABY	
Serial Number:	88110600	480	
Serial Number:	87943443	CLEANSE	
Serial Number:	88103677	JOURNI	
Serial Number:	88246366	SERIES A+	
Serial Number:	88284579	SUNLYNC	
Serial Number:	88316730	SUNSHOW	
Serial Number:	88316727	SUNSHOW	
Serial Number:	88168636	SUNTRAC	
Serial Number:	87919991	GOOD DAY&NIGHT	

OP \$465.00 4739852

CORRESPONDENCE DATA**Fax Number:** 6152446804*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:** 615-850-8741**Email:** trademarkdocket@wallerlaw.com**Correspondent Name:** Robert P. Felber, Jr.**Address Line 1:** c/o Waller Lansden Dortch & Davis, LLP**Address Line 2:** 511 Union Street, Suite 2700**Address Line 4:** Nashville, TENNESSEE 37219

ATTORNEY DOCKET NUMBER:	036382.95802
NAME OF SUBMITTER:	Robert P. Felber, Jr.
SIGNATURE:	/ROBERT P. FELBER, JR./
DATE SIGNED:	03/18/2019

Total Attachments: 4

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**ASSIGNMENT OF TRADEMARKS, ACCOMPANYING
APPLICATIONS, REGISTRATIONS, AND GOODWILL**

This Assignment of Trademarks and Accompanying Applications, Registrations, and Goodwill (this "Assignment") is entered into effective as of January 1, 2019 (the "Effective Date"), by and between LIGHTING SCIENCE GROUP CORPORATION, a Delaware corporation with offices at 1350 Division Road, Suite 204, West Warwick, Rhode Island 02893 (the "Assignor"), and HEALTH, INC., a Delaware corporation with offices at 801 N. Atlantic Avenue, Cocoa Beach, Florida 32931 (the "Assignee"), in accordance with the terms of that certain Contribution Agreement, dated as of January 1, 2019, by and between Assignor and Assignee (the "Contribution Agreement"). Capitalized terms used in this Assignment and not otherwise defined herein shall have the meanings ascribed to them in the Contribution Agreement.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and set over to Assignee, all of Assignor's worldwide rights, title and interest in and to the trademarks identified on Exhibit A attached hereto and incorporated herein by reference (collectively, the "Marks"), the applications and registrations for the Marks, any renewals or extensions of such registrations, and all rights therein and thereto provided by any applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world, together with the goodwill of the business in connection with which the Marks are used and which is symbolized by the Marks, and the resulting right to recover damages, profits, restitution and injunctive and other legal and equitable relief for past, present, or future infringements or unauthorized uses thereof, with the right to sue for and collect the same for its own use and enjoyment, and for the use and enjoyment 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 and sale had not been made.

Assignee is a successor to the portion of business of Assignor to which the Marks pertain, which business is ongoing and existing, in accordance with the provisions of Section 10 of the Trademark Act of 1946, as amended (15 U.S.C. §1060).

Notwithstanding anything to the contrary contained herein, the terms of this Assignment are subject to the terms, provisions, conditions and limitations set forth in the Contribution Agreement, and this Assignment is not intended to alter the rights or obligations of the parties to the Contribution Agreement. In the event of any inconsistencies between the terms of this Assignment and the terms of the Contribution Agreement, and with respect to matters addressed in the Contribution Agreement but not addressed herein, the parties hereto agree that the terms of the Contribution Agreement shall control.

Assignor agrees to execute and deliver at the request of Assignee, any papers, instruments, affidavits, declarations, powers of attorney and assignments reasonably requested by Assignee to vest in Assignee all of Assignor's right, title and interest in and to the Marks and the applications and registrations therefor and/or to provide evidence to support such assignment in the event such evidence is deemed useful by Assignee.

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute only one instrument.

IN WITNESS WHEREOF, the parties hereto have caused this assignment to be signed by an individual thereto duly authorized, all as of the Effective Date.

ASSIGNOR:

LIGHTING SCIENCE GROUP
CORPORATION

By *Liran Gordon*

Name: Liran Gordon

Title: Corporate Development and
Interim General Counsel

ASSIGNEE:

HEALTH, INC.

By *Liran Gordon*

Name: Liran Gordon

Title: Corporate Development and
Interim General Counsel

EXHIBIT A
TO
ASSIGNMENT OF TRADEMARKS, ACCOMPANYING
REGISTRATIONS AND GOODWILL

	MARK	JURISDICTION	SERIAL NO. / REGISTRATION NO.	CLASS	FILING DATE / REGISTRATION DATE
1.	480	USA	88110600	11	September 10, 2018
2	CLEANSE	USA	87943443	11	May 31, 2018
3	JOURNI	USA	88103677	11	September 4, 2018
4	SERIES A+	USA	88246366	11	January 1, 2019
5	SUNLYNC	USA	88284579	9	January 31, 2019
6	SUNSHOW	USA	88316730	11	February 26, 2019
7	SUNSHOW	USA	88316727	9	February 26, 2019
8	SUNTRAC	USA	88168636	11	October 25, 2018
9	GOOD DAY&NIGHT	USA	87919991	11	May 14, 2018
10	AWAKE&ALERT	USA	4739852	11	May 19, 2015
11	GLIMPSE	USA	4139111	11	May 8, 2012
12	GOOD NIGHT	USA	4657183	11	July 30, 2013
13	GOODNIGHT	USA	5525637	11	July 24, 2018
14	GOODDAY	USA	5428877	11	March 20, 2018
15	GOODDAY	USA	5125902	11	January 17, 2017
16	HEALTHY	USA	5546322	11	August 21, 2018
17	L-BAR	USA	5206373	11	May 16, 2017

	MARK	JURISDICTION	SERIAL NO. / REGISTRATION NO.	CLASS	FILING DATE / REGISTRATION DATE
18	SLEEPY BABY	USA	4657184	11	December 16, 2014

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United States