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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM522481

Stylesheet Version v1.2

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Everydayfamily, Inc.		05/07/2019	Corporation: NEVADA

RECEIVING PARTY DATA

Name:	Healthline Media, Inc.	
Street Address:	660 Third Street	
City:	San Francisco	
State/Country:	CALIFORNIA	
Postal Code:	94107	
Entity Type:	Corporation: DELAWARE	

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark	
Registration Number:	4505811	EVERYDAYFAMILY	
Registration Number:	4485751	EVERYDAYFAMILY	

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: 2149691700

Email: GREG.MCCORMACK@TKLAW.COM

Correspondent Name: Thompson & Knight LLP

Address Line 1: 1722 Routh Street

Address Line 2: Suite 1500

Address Line 4: Dallas, TEXAS 75201

NAME OF SUBMITTER:	Greg McCormack
SIGNATURE:	/Greg McCormack/
DATE SIGNED:	05/07/2019

Total Attachments: 3

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SERVICE MARK ASSIGNMENT AGREEMENT

This Service Mark Assignment Agreement (this "Agreement"), effective as of May 7, 2019 (the "Effective Date"), is made by and between Everydayfamily, Inc. ("Assignor"), and Healthline Media, Inc. ("Assignee").

WHEREAS, Assignor and Assignee have entered into that certain Stock Purchase Agreement, dated as of April 17, 2018 ("Purchase Agreement"), pursuant to which, among other things, Assignor has agreed to sell, transfer, convey, assign, and deliver to Assignee all of Assignor's right, title, and interest in and to the [Acquired Assets] (as defined in the Purchase Agreement), including but not limited to all of Assignor's right, title, and interest in and to the service marks identified on Schedule A attached hereto (the "Marks")

NOW THEREFORE, the parties hereto agree as follows:

- 1. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, transfers, and assigns to Assignee all of Assignor's rights in and to the Marks including any registrations thereof, all common law rights therein, the goodwill of the business symbolized thereby, and the right to sue for and recover damages and profits for past, present, or future infringement thereof.
- 2. Assignor agrees to execute and deliver such other documents and to take all such other actions which Assignee, its successors and/or assigns may reasonably request to effect the terms of this Agreement, and to execute and deliver any and all affidavits, testimonies, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required to effect the terms of this Agreement and its recordation in relevant state and national trademark offices. Assignor authorizes the Commissioner for Trademarks and any other governmental officials to record and register this Agreement upon request by Assignee.
- 3. This Agreement shall be governed by and construed in accordance with the laws of the United States of America and of the State of New York, without giving effect to any choice or conflict of law provision or rule.
- 4. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 5. This Agreement may be executed in multiple counterparts with the same effect as if all parties had executed the same original, and all such counterparts, when taken together, shall constitute one and the same instrument.

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IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement effective as of the Effective Date.

Assignor

Everydayfamily, Inc.		
	DocuSigned by:	
Ву:	Noah Anderson	
	0 11 1 BB00 1 B0E 4 E0	
Name:	NOCh Anderson	
Title:	CEO	
Dated:	5-7-15	
	1.5.4	
Assignee		

Healthline	e Media, Inc.	
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by: <u>Д</u>	Marin -	
Name:	cheny kin	
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Γitle:	050	

Dated: <u>5-7-9</u>

Schedule A Marks

Service Mark Registrations:

Country	Mark	Ser. No.	Reg. No.
United States	EVERYDAYFAMILY	85479263	4,505,811
United States	EVERYDAYFAMILY	85597441	4,485,751

SCHEDULE A TO SERVICE MARK ASSIGNMENT AGREEMENT

> TRADEMARK REEL: 006639 FRAME: 0192

RECORDED: 05/07/2019