

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM522701

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Aspire Ventures, LLC		02/12/2019	Limited Liability Company: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	Eli Lilly and Company		
Street Address:	Lilly Corporate Center		
City:	Indianapolis		
State/Country:	INDIANA		
Postal Code:	46285		
Entity Type:	Corporation: INDIANA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4923483	TEMPO HEALTH	
CORRESPONDENCE DATA			
Fax Number:	3172761919		
<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:	317 651 1346		
Email:	trademarks@lilly.com		
Correspondent Name:	Bruce W. Longbottom		
Address Line 1:	Lilly Corporate Center		
Address Line 4:	Indianapolis, INDIANA 46285		
NAME OF SUBMITTER:	Bruce W. Longbottom		
SIGNATURE:	/blongbottom/		
DATE SIGNED:	05/08/2019		
Total Attachments: 1			
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ASSIGNMENT OF TRADEMARK

This Assignment of Trademark (this "Assignment") dated as of February 12, 2019, the ("Effective Date"), is from **Aspire Ventures, LLC**, a Pennsylvania limited liability company with an address of 100 N. Queen Street, Suite 300, Lancaster, PA 17603 (the "Assignor"), to **Eli Lilly and Company**, an Indiana corporation with an address of Lilly Corporate Center, Indianapolis, IN 46285 (the "Assignee").

WITNESSETH:

WHEREAS, Assignor is the owner of the trademark **TEMPO HEALTH** and related **US Trademark Registration Number 4,923,483** (collectively, the "Mark") according to the records of the U.S. Patent and Trademark Office;

WHEREAS, Assignor has assigned all right, title and interest in the Mark to Assignee by virtue of a separate agreement; and

WHEREAS, Assignor desires to further confirm such assignment of the Mark to Assignee and enable the recording of such assignment with the U.S. Trademark Office;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Assignor hereby assigns, transfers and conveys to Assignee all right, title and interest in and to the Mark, together with: (1) the goodwill of the business associated with the Mark, (2) any and all common law rights, title and interest associated with the Mark, and (3) all causes of action, claims and demands arising from any infringement of the Mark.

2. Assignor further agrees, without further consideration, to cause to be performed such other lawful acts and to be executed such confirmatory assignments and other legal documents as Assignee may from time to time reasonably request to effect fully this Assignment and to permit Assignee to be duly recorded as the registered owner of the rights conveyed.

IN WITNESS WHEREOF, the Assignor has executed this Assignment as of the Effective Date.

ASSIGNOR:

ASPIRE VENTURES, LLC

By:  _____

Name: Essam Abadir

Title: CEO

Date: April 18, 2019