

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM523715

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
i8 Health Solutions, LLC		05/15/2019	Limited Liability Company: OHIO
RECEIVING PARTY DATA			
Name:	Revenue Management Solutions, LLC		
Street Address:	9020 North May Ave., Suite 210		
City:	Oklahoma City		
State/Country:	OKLAHOMA		
Postal Code:	73210		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	88350422	CASHIQ	
Serial Number:	88350394	CASHARC	
CORRESPONDENCE DATA			
Fax Number:	3146121301		
<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:	314-444-7600		
Email:	ipdept@lewisrice.com		
Correspondent Name:	Steven Drapekin		
Address Line 1:	Lewis Rice LLC, 600 Washington Ave.		
Address Line 2:	Ste. 2500		
Address Line 4:	St. Louis, MISSOURI 63101		
NAME OF SUBMITTER:	Elizabeth Holtmann		
SIGNATURE:	/Elizabeth Holtmann/		
DATE SIGNED:	05/15/2019		
Total Attachments: 5			
source=# 68537564 v 2 (RMS - i8 Health Solutions- Assignment of IP)-c (002)#page1.tif			
source=# 68537564 v 2 (RMS - i8 Health Solutions- Assignment of IP)-c (002)#page2.tif			

OP \$65.00 88350422

source=# 68537564 v 2 (RMS - i8 Health Solutions- Assignment of IP)-c (002)#page3.tif

source=# 68537564 v 2 (RMS - i8 Health Solutions- Assignment of IP)-c (002)#page4.tif

source=# 68537564 v 2 (RMS - i8 Health Solutions- Assignment of IP)-c (002)#page5.tif

ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY (this “**Assignment**”) is made this 15th day of May, 2019 (the “**Effective Date**”) by i8 Health Solutions, LLC, an Ohio limited liability company (“**Assignor**”), in favor of Revenue Management Solutions, LLC, a Delaware limited liability company with an address of 9020 North May Ave., Suite 210, Oklahoma City, Oklahoma, 73210 (“**Assignee**”).

RECITALS

WHEREAS, pursuant to that certain Asset Purchase Agreement dated as of May 15, 2019 by and between Assignor and Assignee (the “**Purchase Agreement**”), Assignee purchased certain assets, properties and rights of Assignor relating to Assignor’s business;

WHEREAS, Assignor now wishes to transfer and assign to Assignee all right, title and interest in and to its registered and unregistered domain names (“**Domains**”) and trademarks (“**Trademarks**”) listed on **Exhibit A** hereto (collectively, the “**Intellectual Property**”); and

WHEREAS, Assignee desires to acquire all of Assignor’s right, title and interest in and to the Intellectual Property.

NOW, THEREFORE, for good and valuable consideration as set forth in the Purchase Agreement and otherwise, the receipt and sufficiency of which is hereby acknowledged, Assignor agrees as follows:

1. **Domain Assignment.** Assignor hereby assigns, transfers and conveys to Assignee and its successors and assigns, as of the Effective Date, all of Assignor’s right, title and interest in and to the Domains, specifically including, without limitation: (i) any and all domain name registrations relating to the Domain Names; (ii) any and all common law rights relating to the Domains and variations thereof throughout the world, together with all of the goodwill associated therewith and which is symbolized by the foregoing; and (iii) any and all claims and demands that Assignor may have either at law or in equity arising out of any past infringements and uses thereof, the same to be held and enjoyed by said Assignee, its successors and assigns from and after the Effective Date as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

2. **Trademark Assignment.** Assignor hereby assigns, transfers and conveys to Assignee and its successors and assigns, as of the Effective Date, any and all of Assignor’s rights, title and interest in and to the Trademarks, in the United States of America and any foreign counties, including, without limitation, all common law rights therein, all rights in the applicable registrations and/or applications thereof, all rights of registration, renewal, and extension thereof, the right to sue for and collect on all claims for damages and profits by reason of past, present and future infringements thereof and all other corresponding rights, together with all of the goodwill and intangible benefits associated therewith, to be held and enjoyed by Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor had this assignment not been made.

3. Further Actions. Assignor does hereby authorize Assignee to file and record this assignment with the U.S. Patent and Trademark Office. Assignor will take such actions and execute and deliver to Assignee, or any other party designated by Assignee, any further documents or instruments as Assignee may reasonably require to evidence and make effective the assignments hereunder, including, without limitation, appropriate actions required to execute the transfer of all Domains into Assignee's name and with the domain name registrar of Assignee's choice. If Assignee is unable, because of Assignor's unwillingness or for any other reason, to secure Assignor's signatures, approvals or other documents or assistance necessary to transfer the Intellectual Property into Assignee's name, including transferring the domain names to Assignee's domain name registrar of choice, or to otherwise effect the assignments herein, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as its agent and attorney in fact to act for and on Assignor's behalf and stead for the limited purpose of executing, filing and approving the foregoing actions and taking all other lawfully permitted actions to effect the assignments herein with the same legal force and effect as if executed by Assignor.

4. Successor and Assigns. This Assignment shall be binding upon Assignor and its respective successors and assigns, and shall inure to the benefit of Assignee and its respective successors and assigns.

5. Governing Law. Except to the extent that federal law may preempt state law with respect to the matters covered hereby, this Assignment shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to the principles of conflicts of laws thereof.

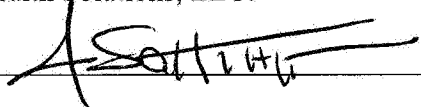
6. Counterparts. This Assignment may be signed in one or more counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument and delivered in person. Signatures transmitted electronically by portable document format (pdf) file or facsimile shall be binding for all purposes hereof.

[Signature Pages Follow]

IN WITNESS WHEREOF, Assignor has executed this Assignment with the intent to be legally bound as of the Effective Date.

ASSIGNOR:

i8 Health Solutions, LLC.

By: 

Printed Name: JEFFREY SCOTT THOMPSON

Its: MANAGING MEMBER

Assignee acknowledges the aforesaid statements and accepts the aforesaid assignment, transfer, and conveyance of the Intellectual Property and the associated goodwill;

IN TESTIMONY WHEREOF, Assignee has executed this Assignment as of the Effective Date.

ASSIGNEE:
REVENUE MANAGEMENT SOLUTIONS,
LLC

By:  _____

Printed Name: Scott Thomas

Its: Chief Executive Officer

EXHIBIT A

INTELLECTUAL PROPERTY

1. Domains:

Domain
i8health.com
Casharc.com

2. Trademarks:

Mark	Jurisdiction	Ser. No.	Current Status
CASHIQ	US	88,350,422	Awaiting examination
CASHARC	US	88,350,394	Awaiting examination

68537564.1