

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM528736

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	NUNC PRO TUNC ASSIGNMENT		
<b>EFFECTIVE DATE:</b>	09/01/2018		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
TSC Companies, LLC		09/01/2018	Limited Liability Company: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Optimum Healthcare IT, LLC		
<b>Street Address:</b>	1300 Marsh Landing Pkwy		
<b>Internal Address:</b>	Suite 105		
<b>City:</b>	Jacksonville		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	32250		
<b>Entity Type:</b>	Limited Liability Company: FLORIDA		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4358922	OPTIMUM HEALTHCARE IT	
<b>Registration Number:</b>	4358920	OPTIMUM HEALTHCARE IT	
<b>Registration Number:</b>	4874650	OPTIMUMHIT	
<b>Registration Number:</b>	5460975	SKILLMARKET	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
	<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>		
<b>Phone:</b>	9045675311		
<b>Email:</b>	lauren.kiley@advoslegal.com		
<b>Correspondent Name:</b>	Lauren Ramey Kiley		
<b>Address Line 1:</b>	5000 Sawgrass Village Circle		
<b>Address Line 2:</b>	Suite 7		
<b>Address Line 4:</b>	Ponte Vedra Beach, FLORIDA 32082		
<b>NAME OF SUBMITTER:</b>	Lauren Ramey Kiley		
<b>SIGNATURE:</b>	/lauren ramey kiley/		
<b>DATE SIGNED:</b>	06/21/2019		

OP \$115.00 4358922

**Total Attachments: 4**

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**NUNC PRO TUNC INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT**

This *NUNC PRO TUNC INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT* ("**IP Assignment**"), effective as of September 1, 2018 (the "**Effective Date**"), is made by TSC Companies, LLC, a Florida limited liability company having its principal place of business at 1300 Marsh Landing Parkway, Suite 105, Jacksonville, FL 32250 ("**TSC**"), in favor of Optimum Healthcare IT, LLC ("**Optimum**"), a Florida limited liability company located at 1300 Marsh Landing Parkway, Suite 105, Jacksonville, FL 32250.

WHEREAS, TSC desires to convey, transfer, and assign to Optimum, certain intellectual property of TSC, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office and the United States Copyright Office, and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, TSC hereby irrevocably conveys, transfers, and assigns to Optimum, and Optimum hereby accepts, all of TSC's right, title, and interest in and to the following (the "**Assigned IP**"):
  - A. any patents and patent applications hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof (the "**Patents**");
  - B. the trademark registrations and applications set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof, and all other unregistered trademarks and servicemarks (the "**Trademarks**"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;
  - C. any copyright registrations and applications for registration, and exclusive copyright licenses hereto and all issuances, extensions, and renewals thereof, and all other works of authorship, whether or not copyrightable (the "**Copyrights**");
  - D. the domain names listed on Schedule 2 hereof;
  - E. any and all trade secrets;
  - F. all rights of any kind whatsoever of TSC accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
  - G. any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
  - H. any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the Effective Date, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.
  
2. Recordation and Further Actions. TSC hereby authorizes the Commissioner for Patents and the

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*Intellectual Property Assignment Agreement, TSC, LLC and Optimum Healthcare IT, LLC*

Commissioner for Trademarks in the United States Patent and Trademark Office, and the Register of Copyrights in the United States Copyright Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Optimum. Following the Effective Date, upon Optimum's reasonable request, and at Optimum's sole cost and expense, TSC shall take such steps and actions, and provide such cooperation and assistance to Optimum and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned IP to Optimum, or any assignee or successor thereto.

3. Any Prior Licenses Terminated. The parties acknowledge and agree that this IP Assignment terminates the Trademark License Agreement entered into between the parties on March 28, 2016, and any subsequent amendments thereto, and any other license to any of the Assigned IP that TSC had previously granted to Optimum as of the Effective Date of this IP Assignment.

4. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This IP Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Florida, without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction).

IN WITNESS WHEREOF, TSC has duly executed and delivered this IP Assignment as of the Effective Date.

TSC Companies, LLC

*Kenneth M. Kirschner*

By: Kenneth M. Kirschner

Title: Vice President

Address for Notices: 1300 Marsh Landing Parkway, Suite 105, Jacksonville, FL 32250

AGREED TO AND ACCEPTED:

Optimum Healthcare IT, LLC

*Kenneth M. Kirschner*

By: Kenneth M. Kirschner, on behalf of TSC Companies, LLC as Manager

Address for Notices: 1300 Marsh Landing Parkway, Suite 105, Jacksonville, FL 32250

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**SCHEDULE 1**  
**ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS**  
**Trademark Registrations**

<b>Mark</b>	<b>Jurisdiction</b>	<b>Registration Number</b>	<b>Registration Date</b>
<b>OPTIMUM HEALTHCARE IT</b>	<b>U.S.</b>	<b>4358922</b>	<b>JUNE 25, 2013</b>
<b>OPTIMUM HEALTHCARE IT</b>	<b>U.S.</b>	<b>4358920</b>	<b>JUNE 23, 2013</b>
<b>OPTIMUMHIT</b>	<b>U.S.</b>	<b>4874650</b>	<b>DECEMBER 22, 2015</b>
<b>SKILLMARKET</b>	<b>U.S.</b>	<b>5460975</b>	<b>MAY 1, 2018</b>

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**SCHEDULE 2  
DOMAIN NAMES**

optimumanalytics.com  
optimumanalytix.com  
optimumhit.com  
optimumit.com  
optimumtech.com  
skillmarket.com  
www.golivesupport.com

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