

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM537892

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Azalea Health Innovations, Inc.		08/21/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	LeonardoMD, Inc.		
Street Address:	10620 Treena Street		
City:	San Diego		
State/Country:	CALIFORNIA		
Postal Code:	92131		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4866336	LEONARDOMD RENAISSANCE	
Registration Number:	4866335	CREATING A RENAISSANCE IN THE DOCTOR-PAT	
Registration Number:	4866334	LEONARDOMD	
Registration Number:	2795793	LEONARDOMD RENAISSANCE	
Registration Number:	2767931	CREATING A RENAISSANCE IN THE DOCTOR-PAT	
Registration Number:	2795792	LEONARDOMD	
CORRESPONDENCE DATA			
Fax Number:	4043659532		
<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:	4042337700		
Email:	mmccaskill@mmmlaw.com		
Correspondent Name:	Daniel E. Sineway		
Address Line 1:	3343 Peachtree Road NE		
Address Line 2:	1600 Atlanta Financial Center		
Address Line 4:	Atlanta, GEORGIA 30326		
ATTORNEY DOCKET NUMBER:	25811-105387		
NAME OF SUBMITTER:	Daniel E. Sineway/		
SIGNATURE:	/Daniel E. Sineway/		

CH \$165.00 4866336

DATE SIGNED:	08/23/2019
Total Attachments: 3 source=Doc - 8-22-19 12-21 PM#page1.tif source=Doc - 8-22-19 12-21 PM#page2.tif source=Doc - 8-22-19 12-21 PM#page3.tif	

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("Assignment") is made effective as of August 21, 2019 (the "Effective Date") by and among Azalea Health Innovations, Inc., a Delaware corporation ("Assignee"), and LeonardoMD, Inc., a Delaware corporation ("Assignor") (collectively, the "Parties," and singularly, each a "Party").

WHEREAS, in connection with and pursuant to that certain Asset Acquisition Agreement dated as of March 31, 2017, by and between Assignor (as the seller) and Assignee (as the purchaser), certain intellectual property owned by Assignor is to be transferred to Assignee, specifically the registered trademarks identified in Schedule A attached hereto (the "Assigned Trademarks"); and

WHEREAS, the Parties accordingly wish to execute this recordable instrument, assigning all of Assignor's right, title, and interest in and to the Assigned Trademarks to Assignee;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment. Assignor hereby irrevocably sells, assigns, transfers, conveys, and delivers to Assignee and its successors and assigns all of Assignor's right, title and interest to any and all trademark rights related to the Assigned Trademarks, including all state and common law rights, together with the goodwill of the business symbolized by the trademark rights related to the Assigned Trademarks, and the registrations and applications therefor, including the right to file and own trademark applications and registrations therefor, including all damages and profits, due or accrued, arising out of past infringements of said trademark rights, and the right to sue for and recover the same, free and clear of all liens, claims, security interests and other encumbrances.

2. Cooperation and Recordation. Assignor hereby agrees to cooperate with Assignee as reasonably necessary to give full effect to and perfect the rights of Assignee in the Assigned Trademarks, and Assignor agrees to execute and deliver all documents and to take all such other actions as Assignee or its respective successors or assigns, may reasonably request to effect the terms of this Assignment 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 Assignment, including, without limitation, cooperating with Assignee to perfect the transfer of the Assigned Trademarks hereunder and, if appropriate, to assure that the transfer of the Assigned Trademarks is properly recorded at any appropriate administrative agency or registry, including but not limited to, the United States Patent and Trademark Office, all at Assignee's sole expense.

3. Miscellaneous.

(a) This Assignment, and all claims relating to or arising out of the relationship of the Parties hereto with respect to the subject matter hereof, shall be governed by,

construed under and interpreted in accordance with the laws of the State of Georgia, without giving effect to the principles of conflict of laws thereof that would require the application of any other law.

(b) This Assignment shall be binding upon and inure solely to the benefit of each Party hereto and their respective successors and permitted assigns, and nothing in this Assignment, express or implied, is intended to confer upon any other person any rights or remedies of any nature whatsoever under or by reason of this Assignment.

(c) This Assignment may be executed in counterparts, each of which when so executed and delivered shall be deemed an original, but all of which together shall constitute one and the same instrument.

(d) No amendment of any provision of this Assignment shall be effective, unless the same shall be in writing and signed by Assignor, on the one hand, and Assignee, on the other hand. Any failure of any Party to comply with any obligation, agreement or condition hereunder may only be waived in writing by the other Party, but such waiver shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure. No failure by any Party to take any action with respect to any breach of this Assignment or default by another party shall constitute a waiver of such Party's right to enforce any provision hereof or to take any such action.

(e) In case any term, provision, covenant or restriction contained in this Assignment is held to be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining terms, provisions, covenants or restrictions contained herein, and of such term, provision, covenant or restriction in any other jurisdiction, shall not in any way be affected or impaired thereby.

IN WITNESS WHEREOF, the Parties hereto have caused this Assignment to be executed and delivered as of the Effective Date:

ASSIGNOR:

ASSIGNEE:

LeonardoMD, Inc.

Azalea Health Innovations, Inc.

By: 

By: 

Name: Christopher S. Gilhous

Name: Bradley Tower

Title: CEO

Title: CEO

SCHEDULE A

MARK	SERIAL NO. / REGISTRATION No. / JURISDICTION	FILING DATE / REGISTRATION DATE	OWNER OF RECORD	STATUS
LEONARDOMD RENAISSANCE	86/611,148 4,866,336 United States	April 27, 2015 December 8, 2015	LeonardoMD, Inc.	Registered
CREATING A RENAISSANCE IN THE DOCTOR- PATIENT RELATIONSHIP	86/611,133 4,866,335 United States	April 27, 2015 December 8, 2015	LeonardoMD, Inc.	Registered
LEONARDOMD	86/611,118 4,866,334 United States	April 27, 2015 December 8, 2015	LeonardoMD, Inc.	Registered
LEONARDOMD RENAISSANCE	76/407,181 2,795,793 United States	May 10, 2002 December 16, 2003	LeonardoMD, Inc.	Registered
CREATING A RENAISSANCE IN THE DOCTOR- PATIENT RELATIONSHIP	76/406,972 2,767,931 United States	May 10, 2002 September 23, 2003	LeonardoMD, Inc.	Registered
LEONARDOMD	76/406,971 2,795,792 United States	May 10, 2002 December 16, 2003	LeonardoMD, Inc.	Registered

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