TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM538994

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
American Medical Alert Corp.		08/30/2019	Corporation: NEW YORK

RECEIVING PARTY DATA

Name:	HCI Acquisition Corp.
Street Address:	36-36 33rd St.
Internal Address:	Suite 104
City:	Long Island City
State/Country:	NEW YORK
Postal Code:	11106
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2525500	HLINK

CORRESPONDENCE DATA

Fax Number: 2485668453

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: 2485668452

Email: trademark@honigman.com, jhetu@honigman.com

Correspondent Name: Jennifer M. Hetu

Address Line 1: 39400 WOODWARD AVE STE 101

Address Line 4: BLOOMFIELD HILLS, MICHIGAN 48304-5151

ATTORNEY DOCKET NUMBER:	233781-446842	
NAME OF SUBMITTER:	Jennifer M. Hetu, Esq.	
SIGNATURE:	/jmh/	
DATE SIGNED:	08/30/2019	

Total Attachments: 4

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("Assignment"), dated effective as of August 30, 2019, is between **AMERICAN MEDICAL ALERT CORP.**, a New York corporation ("Assignor"), and **HCI ACQUISITION CORP.**, a Delaware corporation with an address of 36-36 33rd St., Suite 104, Long Island City, New York 11106 ("Assignee"). Assignee and Assignor are referred to herein individually as a "Party" and collectively, as the "Parties".

RECITALS:

WHEREAS, Assignor is the owner of the trademark as set forth in the attached **Exhibit A** ("Mark");

WHEREAS, Assignor desires to convey, transfer, assign and deliver to Assignee, and Assignee desires to accept from Assignor, the Mark of Assignor as set forth below.

NOW, THEREFORE, for valuable consideration in the amount of US \$10.00 the receipt of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

- 1. <u>Mark.</u> Assignor hereby irrevocably sells, assigns, conveys, and transfers to Assignee, and its successors and assigns, all of Assignor's right, title and interest, of whatever kind, throughout the world, in and to the trademark listed in **Exhibit A**, together with all of the goodwill associated with and symbolized by the Mark.
- 2. <u>Rights.</u> The foregoing assignment includes all rights to collect royalties, products and proceeds in connection with the Mark and all rights to sue for past, present or future infringement, misappropriation or other violation of the Mark, and all rights to recover damages or lost profits in connection therewith. In addition, Assignor agrees that it shall not oppose any application, seek to cancel any registration or initiate re-examination, object to any use by Assignee of the Mark, or assist any third party in any of the foregoing.
- 3. **Further Assurances.** Assignor will promptly take such actions, including, without limitation, the prompt execution and delivery of documents in recordable form, as may be reasonably requested by Assignee to vest, secure, and perfect, the rights and interests of Assignee in and to the Mark assigned herein.
- 4. <u>Binding Effect.</u> This Assignment inures to the benefit of and is binding upon Assignee and Assignor and their respective heirs, successors and permitted assigns. Neither this Assignment nor any of the rights, interests or obligations hereunder shall be assigned, directly or indirectly, including without limitation, by operation of law, by any party hereto without the prior written consent of the other party.
- 5. <u>Governing Law.</u> This Assignment shall be governed by and construed in accordance with the laws of the State of New York (regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof).

1

- 6. <u>Facsimile Signatures</u>. A signature to this Assignment delivered by telecopy or other electronic means will be deemed valid.
- 7. **Amendment.** This Assignment may not be amended, modified, waived, or terminated except in a writing signed by Assignor, on the one hand, and Assignee, on the other hand.

IN WITNESS WHEREOF, each of the Parties has caused this Trademark Assignment to be duly executed and delivered by its duly authorized representative as of the date first written above.

ASSIGNOR:

AMERICAN MEDICAL ALERT CORP.

ASSIGNEE:

HCI ACQUISITION CORP.

Name: David Cautin

Title: Chief Executive Officer

Name: David Cautin

Title: Chief Executive Officer

EXHIBIT A Mark

US Federal Registration

	SERIAL NO.	FILING DATE	
MARK	REG. NO.	REG. DATE	STATUS
HLINK	75/539,408	8/19/1998	
HLINK	2,525,500	1/1/2002	Renewed

4

RECORDED: 08/30/2019

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