

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM543986

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VOI, INC.		05/15/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	First Opinion Service, Inc.		
Street Address:	3430 W. Bayshore Road		
Internal Address:	Suite 101		
City:	Palo Alto		
State/Country:	CALIFORNIA		
Postal Code:	94303		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86681294	FIRST OPINION	
CORRESPONDENCE DATA			
Fax Number:	2027995000		
<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:	2027994000		
Email:	gregory.esau@dlapiper.com		
Correspondent Name:	Gregory Esau		
Address Line 1:	500 Eighth Street, NW		
Address Line 4:	Washington, D.C. 20004		
NAME OF SUBMITTER:	Gregory Esau		
SIGNATURE:	/Gregory Esau/		
DATE SIGNED:	10/04/2019		
Total Attachments: 4			
source=First Opinion - Curai - Trademark Assignment - EXECUTED 2018-05-15_(167782758)_ (1)#page1.tif			
source=First Opinion - Curai - Trademark Assignment - EXECUTED 2018-05-15_(167782758)_ (1)#page2.tif			
source=First Opinion - Curai - Trademark Assignment - EXECUTED 2018-05-15_(167782758)_ (1)#page3.tif			
source=First Opinion - Curai - Trademark Assignment - EXECUTED 2018-05-15_(167782758)_ (1)#page4.tif			

CH \$40.00 86681294

TRADEMARK ASSIGNMENT

This Trademark Assignment (this “**Assignment**”), dated May 15, 2018, is entered into by and between Voi, Inc., a Delaware corporation (“**Seller**”) and First Opinion Service, Inc., a Delaware corporation (“**Purchaser**,” and together with Seller, the “**Parties**”). Capitalized terms not otherwise defined herein will have the respective meanings set forth in the Asset Purchase Agreement dated as of or about the date hereof, by and between Purchaser and Seller (the “**Purchase Agreement**”).

WHEREAS, pursuant to the Purchase Agreement, the Seller has agreed to transfer and assign all its right, title and interest in and to the trademarks, trademark applications and registrations listed in Schedule A attached hereto (collectively, the “**Trademarks**”) to Purchaser.

WHEREAS, Purchaser desires to acquire, and Seller desires to assign and transfer, pursuant to the Purchase Agreement, the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the Parties agree as follows:

1. Upon the terms and subject to the conditions of the Purchase Agreement, Seller hereby assigns, transfers and conveys to Purchaser all of Seller’s right, title and interest in and to the Trademarks, together with Seller’s goodwill associated with such Trademarks.

2. Upon the terms and subject to the conditions of the Purchase Agreement, Purchaser hereby accepts the assignment in Section 1 hereof and, from and after the date hereof, will assume, perform, and discharge all liabilities and obligations of Seller relating to such Trademarks that accrue after the Closing.

3. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to the conflict of laws principles thereof.

4. None of the provisions of this Assignment may be waived, changed or altered except in a signed writing by the party against whom enforcement of the same is sought.

5. In the event of a conflict between the terms and conditions of this Assignment and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall govern, supersede and prevail.

6. This Assignment will be binding upon, inure to the benefit of and be enforceable by the Parties and their respective successors and permitted assigns in accordance with the Purchase Agreement. Neither of the Parties hereto intends that this Assignment shall benefit or be enforceable by any person other than the Parties hereto and their respective successors and permitted assigns.

7. This Assignment may be executed in one or more counterparts, each of which will be deemed to be an original and all of which, when taken together, will be deemed to constitute one and the same agreement. Counterparts may be delivered via facsimile, electronic mail (including PDF or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docuSign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

* * *

IN WITNESS WHEREOF, the parties hereto have executed this Trademark Assignment on the date first written above.

PURCHASER

FIRST OPINION SERVICE, INC.,
a Delaware corporation

By: Neal Khosla
Name: Neal Khosla
Title: President

SELLER

VOI, INC.,
a Delaware corporation

By: _____
Name: McKay Thomas
Title: President

IN WITNESS WHEREOF, the parties hereto have executed this Trademark Assignment on the date first written above.

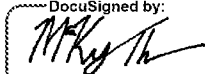
PURCHASER

FIRST OPINION SERVICE, INC.,
a Delaware corporation

By: _____
Name: Neal Khosla
Title: President

SELLER

VOI, INC.,
a Delaware corporation

By:  _____
Name: McKay Thomas
Title: President

SCHEDULE A TO TRADEMARK ASSIGNMENT
TRADEMARKS

Mark and File No.	Serial No. Filing Date	Class No(s).	Goods/Services Registration	Renewal Date
FIRST OPINION	86681294 07/01/2015	9; 44	Downloadable mobile application software featuring health, wellness and medical information, and for the transmission of data between medical practitioners and individuals. Providing health, wellness and medical information.	N/A