

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM546899

|   |  |                                       |                      |
|---|--|---------------------------------------|----------------------|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT                                     |                                       |                      |
| <b>NATURE OF CONVEYANCE:</b>  | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL |                                       |                      |
| <b>CONVEYING PARTY DATA</b>   |  |                                       |                      |
| <b>Name</b>   | <b>Formerly</b>                                    | <b>Execution Date</b>                 | <b>Entity Type</b>   |
| PruittHealth, Inc.  |  | 10/25/2019                            | Corporation: GEORGIA |
| <b>RECEIVING PARTY DATA</b>   |  |                                       |                      |
| <b>Name:</b>  | PruittHealth Ventures, Inc.                        |                                       |                      |
| <b>Street Address:</b>  | 1626 Jeurgens Court                                |                                       |                      |
| <b>City:</b>  | Norcross   |                                       |                      |
| <b>State/Country:</b>   | GEORGIA  |                                       |                      |
| <b>Postal Code:</b>   | 30093  |                                       |                      |
| <b>Entity Type:</b>   | Corporation: GEORGIA                               |                                       |                      |
| <b>PROPERTY NUMBERS Total: 12</b>   |  |                                       |                      |
| <b>Property Type</b>  | <b>Number</b>                                      | <b>Word Mark</b>                      |                      |
| <b>Registration Number:</b>   | 5342132  | PERFECTPATH                           |                      |
| <b>Registration Number:</b>   | 4929324  | PRUITTHEALTH PREMIER                  |                      |
| <b>Registration Number:</b>   | 4784439  | ADVANTAGE RX                          |                      |
| <b>Registration Number:</b>   | 4700858  | GET WELL FOR LIFE                     |                      |
| <b>Registration Number:</b>   | 4689664  | GET BACK TO DOING THE THINGS YOU LOVE |                      |
| <b>Registration Number:</b>   | 4554855  | PRUITTHEALTH                          |                      |
| <b>Registration Number:</b>   | 4416257  | PRUITTHEALTH                          |                      |
| <b>Registration Number:</b>   | 4582512  | UNIHEALTH                             |                      |
| <b>Registration Number:</b>   | 3952210  | UNIQUEST                              |                      |
| <b>Registration Number:</b>   | 3863675  | U R READY                             |                      |
| <b>Registration Number:</b>   | 3711607  | UNISTEP FITNESS PROGRAM               |                      |
| <b>Registration Number:</b>   | 3559665  | COMMITTED TO CARING                   |                      |
| <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>   | 4048738624   |                                       |                      |
| <b>Email:</b>   | tucker.barr@agg.com                                |                                       |                      |
| <b>Correspondent Name:</b>  | J. Tucker Barr                                     |                                       |                      |
| <b>Address Line 1:</b>  | 171 17th Street NW, Suite 2100                     |                                       |                      |
| <b>TRADEMARK</b>  |  |                                       |                      |

CH \$315.00 5342132

**Address Line 2:** Arnall Golden Gregory LLP  
**Address Line 4:** Atlanta, GEORGIA 30363

**ATTORNEY DOCKET NUMBER:** 13252.159

**NAME OF SUBMITTER:** J. Tucker Barr

**SIGNATURE:** /J. Tucker Barr/

**DATE SIGNED:** 10/28/2019

**Total Attachments: 3**

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## TRADEMARK ASSIGNMENT AGREEMENT

This **Trademark Assignment Agreement** ("Trademark Assignment") is made and entered into this 25<sup>m</sup> day of October, 2019 (the "Effective Date"), by and between PruittHealth, Inc., a Georgia corporation ("Assignor") and PruittHealth Ventures, Inc., a Georgia corporation ("Assignee").

**WHEREAS**, Assignor desires to assign of all of its right, title, and interest that it has or may have in and to certain United States and foreign trademarks, as described herein, to Assignee subject to the terms specified herein; and

**WHEREAS**, Assignee desires to obtain an assignment of all of Assignor's right, title, and interest in and to such trademarks.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

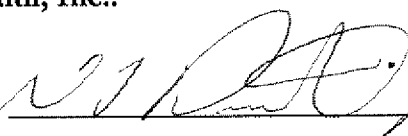
1. **Assignment.** Assignor hereby irrevocably conveys, transfers, and assigns to Assignee all right, title, and interest that Assignor has or may have in and to the following:
  - (a) the federal and state trademark registrations set forth on Exhibit 1 hereto and all issuances, extensions, and renewals thereof (the "Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;
  - (b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
  - (c) 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
  - (d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, 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.** Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment upon request by Assignee. Following the date hereof, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee 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 necessary to effect, evidence, or perfect the assignment of the Trademarks to Assignee, or any assignee or successor thereto.

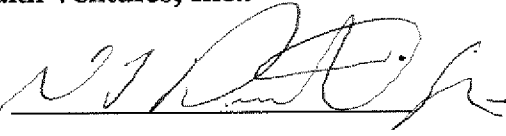
3. **Enforceability and Waiver.** If any clause, sub clause or other provision of this Trademark Assignment is held to be invalid, illegal or otherwise unenforceable, the remaining provisions of this Trademark Assignment will remain in full force. Failure or neglect by a party to enforce at any time, any of the provisions of this Trademark Assignment shall not be construed nor shall be deemed to be a waiver of that party's rights under this Trademark Assignment nor in any way affect the validity of the whole or any part of this Trademark Assignment nor prejudice that party's rights to take subsequent action.
4. **Applicable Law, Jurisdiction, and Venue.** This Trademark Assignment is governed by and shall be interpreted under the laws of the State of Georgia without regard to conflict of law principles. The parties agree that the federal and state courts situated within the State of Georgia shall have exclusive jurisdiction and venue for the resolution of any disputes concerning this Trademark Assignment.
5. **Headings.** The headings appearing in this Trademark Assignment have been inserted for identification and reference purposes only and shall not be used in the construction and interpretation of this Trademark Assignment.
6. **Counterparts.** This Trademark Assignment may be executed in counterparts, each of which shall be an original, which together shall constitute one and the same instrument binding on the parties.

IN WITNESS HEREOF, the parties hereto have affixed their signatures to this Trademark Assignment as of the Effective Date.

**PruittHealth, Inc.:**

**PruittHealth Ventures, Inc.:**

Signature: 

Signature: 




Name: Neil H. Pruitt, Jr.

Name: Neil H. Pruitt, Jr.

Title: Chairman + CEO

Title: CEO

**EXHIBIT 1**

| <b>Trademark</b>  | <b>Application Number</b> | <b>Registration Number</b> | <b>Jurisdiction</b> |
|---|---------------------------|----------------------------|---------------------|
| PERFECTPATH   | 87177741                  | 5342132                    | U.S.                |
| PRUITTHEALTH PREMIER  | 86577753                  | 4929324                    | U.S.                |
| ADVANTAGE RX  | 86310643                  | 4784439                    | U.S.                |
| GET WELL FOR LIFE   | 86112659                  | 4700858                    | U.S.                |
| GET BACK TO DOING THE THINGS YOU LOVE   | 86112678                  | 4689664                    | U.S.                |
|    | 86035903                  | 4554855                    | U.S.                |
| PRUITTHEALTH  | 85895170                  | 4416257                    | U.S.                |
| UNIHEALTH   | 85720547                  | 4582512                    | U.S.                |
| UNIQUEST  | 77955259                  | 3952210                    | U.S.                |
|  | 77955316                  | 3863675                    | U.S.                |
| UNISTEP FITNESS PROGRAM   | 77703973                  | 3711607                    | U.S.                |
| COMMITTED TO CARING   | 77287900                  | 3559665                    | U.S.                |
|  | n/a                       | 27678                      | Georgia             |
| PRUITTHEALTH  | n/a                       | 27677                      | Georgia             |