

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM545650

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Matthew Holman		10/17/2019	INDIVIDUAL:
RECEIVING PARTY DATA			
Name:	Sicko Inc.		
Street Address:	301 S. Perimeter Park Drive		
Internal Address:	Suite 100		
City:	Nashville		
State/Country:	TENNESSEE		
Postal Code:	37211		
Entity Type:	Corporation: TENNESSEE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5415356	SICKO	
CORRESPONDENCE DATA			
Fax Number:	2166968731		
<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:	216-696-8730		
Email:	tmdocket@thepatentattorneys.com		
Correspondent Name:	Deidra Amin, Turocy & Watson, LLP Ritche		
Address Line 1:	200 Park Avenue		
Address Line 2:	Suite 300		
Address Line 4:	Beachwood, OHIO 44122		
NAME OF SUBMITTER:	Deidra D. Ritcherson		
SIGNATURE:	/Deidra D. Ritcherson/		
DATE SIGNED:	10/17/2019		
Total Attachments: 4			
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OP \$40.00 5415356

TRADEMARK ASSIGNMENT

This **TRADEMARK ASSIGNMENT** is made effective as of October 17, 2019 between Matthew Holman, a U.S. citizen (the "Assignor"), and Sicko Inc., a Tennessee corporation (the "Assignee").

W I T N E S S E T H:

WHEREAS, Assignor is the exclusive owner of all right, title and interest in and to the federal registration and the common law rights thereto listed on Schedule A hereto (the "Mark"); and

WHEREAS, Assignor wishes to transfer to Assignee, and Assignee desires to acquire from Assignor, all right, title and interest in and to the Mark;

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) paid by Assignee to Assignor and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Assignment. Assignor does hereby, as of the date hereof, assign, transfer and sell to Assignee all of Assignor's rights, titles, and interests throughout the world in and to (a) the Mark and any foreign, federal and state registrations and applications for registration as well as common law rights related thereto (including, without limitation, the Mark and Registration and Application), (b) all the good will of that portion of Assignor's business and/or businesses symbolized by the Mark, together with, (i) all damages and payments for past or future infringements and misappropriations of the Mark, and (iii) all rights to sue for past, present and future infringements or misappropriations of the Mark, all for Assignee's own use and enjoyment (including, without limitation, the right to renew and/or apply for trademark and/or service mark registrations within or outside the United States based in whole or in part upon the Mark, and including any priority right that may have arisen from Assignor's use of the Mark and/or prior ownership of the Registration and Application). The parties acknowledge that Assignee is a successor to the business of the Assignor or to the portion of the business to which such Mark applies, which business is ongoing and existing.

2. Warranties & Representations. Assignor warrants to and covenants with Assignee, and Assignee's successors, assigns and legal representatives, that (a) Assignor has full right to convey the entire rights, titles and interests herein assigned by Assignor to Assignee, (b) no obligation, disability, agreement, or adverse claim exists that may restrict Assignor's performance under this Assignment, (c) Assignor has not executed, and will not execute, any agreements which are inconsistent herewith, (d) the Mark does not misappropriate or infringe, or otherwise conflict with, the rights of another third party, including, without limitation, the trademark rights of another third party, and (e) Assignor has not received any written or oral notice from any third party that the Mark infringes or misappropriate the rights of any entity, and there are no bona fide grounds for such a claim.

4. Recordation. Assignor hereby authorizes and requests the United States Patent & Trademark Office and any other applicable Governmental or Regulatory Authority or registrar (including any applicable foreign or international office or registrar), to record Assignee as the owner of the Mark and the Registration and Application. Assignee shall have the right to record this Assignment with all applicable governmental authorities and registrars so as to perfect its ownership in the Mark and the Registration.

5. Entire Agreement, Integration, Governing Law, Jurisdiction & Venue, No Waiver, Severability, Counterparts. This Assignment represents the entire agreement of the parties relating to the subject

matter hereof. This Assignment embodies, merges and integrates all prior and current agreements and understandings of the parties relating to the subject matter hereof, and may not be clarified, modified, changed or amended except in writing signed by each and every one of the signatories hereto or their other authorized representatives. This Assignment, and the entire relationship between the parties relating hereto, shall be governed by, construed and enforced in accordance with the laws of the State of Tennessee and shall be fully performable in Tennessee. The parties hereby consent to the exclusive jurisdiction of the courts sitting in Tennessee, United States of America, as well as to the jurisdiction of all courts from which an appeal may be taken from the aforesaid courts, for the purpose of any suit, action or other proceeding by any party to this Assignment, arising out of or related in any way to this Assignment. Assignee hereby irrevocably and unconditionally waives any defense of an inconvenient forum to the maintenance of any action or proceeding in any such court, any objection to venue with respect to any such action or proceeding and any right of jurisdiction on account of the place of residence or domicile of any party thereto. Assignee agrees to accept service of process by mail. This Assignment will be interpreted according to its fair meaning and not for or against either party. The grants herein are limited to their express terms. No waiver by either party of any default shall be deemed as a waiver of prior or subsequent default of the same or other provisions of this Assignment. If any term, clause, or provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause, or provision and such invalid term, clause, or provision shall be deemed to be severed from the Assignment. In case legal proceedings shall be brought for the breach of any covenant herein contained, and a breach shall be established, the prevailing party shall be entitled to recover from the other party all expenses incurred thereby, including reasonable attorneys' fees and disbursements. This Assignment may be executed in multiple counterparts, each of which shall be deemed an original for all purposes and all of which when taken together shall constitute a single counterpart instrument. Executed signature pages to any counterpart instrument may be detached and affixed to a single counterpart, which single counterpart with multiple executed signature pages affixed thereto constitutes the original counterpart instrument. All of these counterpart pages shall be read as though one and they shall have the same force and effect as if all of the parties had executed a single signature page.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed as of the date above first written.

ASSIGNOR:

Matthew Holman
(a U.S. Citizen)

By: MPH

ASSIGNEE:

Sicko Inc.
(a Tennessee corporation)

By: MPH

Name: Matthew Holman

Title: President

SCHEDULE A

MARK	REGISTRATION NO.	APPLICATION NO.	COUNTRY
SICKO	5415356	87050027	U.S.
SICKO	Common Law	Common Law	Worldwide

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