

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM556912

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Procura USA Holdings, Inc.		12/20/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Procura Holdings, Inc.		
Street Address:	1827 Walden Office Square		
Internal Address:	Suite 104		
City:	Schaumburg		
State/Country:	ILLINOIS		
Postal Code:	60173		
Entity Type:	Corporation: MICHIGAN		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	87081479	COMPLIA HEALTH	
CORRESPONDENCE DATA			
Fax Number:	3123468434		
<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:	312.476.7558		
Email:	mefdocket@llegal.com		
Correspondent Name:	Marc E. Fineman		
Address Line 1:	2 N. LaSalle Street		
Address Line 2:	Suite 1300		
Address Line 4:	Chicago, ILLINOIS 60602		
ATTORNEY DOCKET NUMBER:	41174-119802		
NAME OF SUBMITTER:	Marc E. Fineman		
SIGNATURE:	/Marc E. Fineman/		
DATE SIGNED:	01/10/2020		
Total Attachments: 7			
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ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY (this "Assignment") is effective as of the 20th day of December, 2019 (the "Effective Date") and is by and between PROCURA USA HOLDINGS, INC., a Delaware corporation with an address at 1827 Walden Office Square, Suite 104, Schaumburg, Illinois 60173 ("Assignor"), and PROCURA HOLDINGS, INC., a Michigan corporation with an address at 1827 Walden Office Square, Suite 104, Schaumburg, Illinois 60173 ("Assignee"). Capitalized terms used herein but not otherwise defined herein shall have the meanings set forth in the Reorganization Agreement (defined below).

A. Assignor and Assignee are parties to that certain Omnibus Reorganization Agreement dated as of December 20, 2019 (the "Reorganization Agreement").

B. Pursuant to the Reorganization Agreement, Assignor agreed to contribute, assign, transfer, convey and deliver all right, title and interest in and to the intellectual property and intangible rights and assets of Assignor solely in and to the Complia Health endorser brand and business (the "Business"), as further described in the Reorganization Agreement, on the terms and subject to the conditions set forth in the Reorganization Agreement. For the avoidance of doubt, the term "Business" shall not include any intellectual property or intangible rights or assets (other than license rights), as may be owned by Assignor in and to any other business(es), brand(s), sub-brand(s) or product(s), including without limitation ContinuumLink, Suncoast, Igea and Progresa.

C. Assignor and Assignee now desire to enter into this Assignment for the purpose of memorializing the contribution, assignment, transfer, conveyance and delivery to Assignee of such intellectual property and intangible rights of Assignor and recording the same with any applicable governmental entity.

NOW, THEREFORE, pursuant to and in accordance with the terms and provisions of the Purchase Agreement, and for the sum of U.S. Ten Dollars (US\$10.00) and the consideration set forth in the Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the parties hereby agree as follows:

1. Assignment of Intellectual Property. Assignor hereby contributes, assigns, transfers, conveys and delivers to Assignee, and Assignee hereby receives and acquires from Assignor, all right, title and interest in, to and under all intellectual property and other intangible rights and assets owned by Assignor in and to the Business, excluding assumed business name registrations, but including without limitation all: (a) registered and unregistered trademarks, service marks, trade dress, logos, taglines, slogans and trade names, along with all goodwill associated therewith, including without limitation those identified on Exhibit A attached hereto, and further including the portions of Assignor's business to which the foregoing pertain, such business being ongoing and existing; (b) Internet domain names, web addresses, uniform resource locators (URLs), telephone numbers, and accounts with Twitter, YouTube, Facebook and other social media companies (including handles, user/account names and hashtags), along with all goodwill associated therewith, including without limitation those identified on Exhibit A attached hereto; (c) published and unpublished works of authorship (whether or not copyrightable), including without limitation photos, videos, graphics, text, layouts, designs, software, documentation, websites, website content and mask works, and all copyrights (registered or unregistered) and related moral rights and rights of restraint therein and/or thereto, including without limitation those identified on Exhibit A attached hereto; (d) inventions and industrial designs (whether patentable or unpatentable and whether or not reduced to practice) and improvements thereto, and all patents, patent applications, industrial design applications and registrations and patent disclosures therefor, together with all reissuances, continuations, continuations-in-part, revisions, extensions, and reexaminations thereof, including without limitation

those identified on Exhibit A attached hereto; (f) trade secrets and confidential and/or proprietary information, including without limitation ideas, concepts, technology, discoveries, research and development, know-how, formulae, processes, methods, business and technical information, data, designs, drawings, specifications, customer and supplier lists and account records, pricing and cost information, business and marketing plans and proposals and marketing lists and information, including without limitation those identified on Exhibit A attached hereto; (g) licenses and contracts related to any of the foregoing, including without limitation those identified on Exhibit A attached hereto; (h) applications and registrations for the foregoing, including the right to apply therefore, and any and all renewals, extensions and prolongations thereof that may be secured under all laws now or hereafter in force, including without limitation those identified on Exhibit A attached hereto; and, (i) all claims, causes of action and damages by reason of infringement, violation, misappropriation and/or other improper, unlawful and/or unfair use or disclosure of any of the foregoing (including the right to sue and collect damages therefor); all for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors and assigns, for the full term and to the full extent of all such rights, and in all countries throughout the world wherein Assignor owns, possesses, or controls such rights. To the extent any applicable law or treaty prohibits the transfer or assignment of any moral rights or rights of restraint Assignor has in any of the foregoing, Assignor hereby irrevocably waives those rights as to Assignee, and Assignee's licensees, successors and assigns.

2. Cooperation. Assignor shall take such actions and sign such documents as Assignee deems reasonably necessary or helpful, to evidence, effect, vest and/or perfect in Assignee, and to assure further the rights, title and interest of Assignee, in and to the intellectual property and other intangible assets and rights intended to be contributed, assigned, transferred, conveyed and delivered by this Assignment.

3. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the parties and their respective successors, heirs and assigns, including any successor by way of merger, consolidation or acquisition of all or substantially all of the assets of a party.

4. Governing Law. This Assignment shall be governed by, and construed in accordance with, the substantive laws of the State of Delaware, without regard to any choice of law or conflict of law rules.

5. Counterparts. This Assignment may be executed in any number of original or facsimile counterparts, each of which shall constitute an original instrument, but all of which together shall constitute one and the same agreement.

[Remainder of page intentionally left blank; signature page follows]

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

ASSIGNOR:

PROCURA USA HOLDINGS, INC.,
a Delaware corporation

By: D / C S
Name: Dave Tuttle
Title: Authorized Signatory

ASSIGNEE:

PROCURA HOLDINGS, INC.,
a Michigan corporation

By: D / C S
Name: Dave Tuttle
Title: Authorized Signatory

EXHIBIT A

United States Trademark Filings

TRADEMARK	SERIAL NUMBER	STATUS	REG. NUMBER	REG. DATE
COMPLIA HEALTH	87081479 <i>Intent-to-Use</i>	Pending – Application filed 06/23/16	NA	NA

Unregistered Trademarks

COMPLIA HEALTH
COMPLIA HEALTH & DESIGN (the Complia Health Logo)
ENABLING THE BUSINESS OF CARING

Domain Name Registrations

Domain	Registrar
compliagroup.com.au	GoDaddy
compliahealth.com.au	GoDaddy

Additional Intellectual Property Rights

1. All registered and unregistered intellectual property rights solely in and to the Complia Health endorser brand and business, including without limitation copyrights, trademarks, trade secrets and all other proprietary rights, but excluding assumed business name registrations.
2. All licenses and associated rights related to the foregoing.

EXHIBIT A – CONTINUED

Canadian Trademark Filings

TRADEMARK	REG. NUMBER	REG. DATE
COMPLIA HEALTH	TMA1038655	July 9, 2019

EXHIBIT A – CONTINUED

Australian Trademark Filings

TRADEMARK	REG. NUMBER	REG. DATE
COMPLIA HEALTH	1810750	November 22, 2016

EXHIBIT A – CONTINUED

New Zealand Trademark Filings

TRADEMARK	REG. NUMBER	REG. DATE
COMPLIA HEALTH	1056027	May 26, 2017