

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM558549

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
One Beat CPR Learning Center, Inc		01/10/2020	Corporation: FLORIDA
RECEIVING PARTY DATA			
Name:	One Beat CPR Learning Center, LLC		
Street Address:	4350 Oakes Road		
Internal Address:	Suite 500-501		
City:	Davie		
State/Country:	FLORIDA		
Postal Code:	33314		
Entity Type:	Limited Liability Company: MICHIGAN		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	86240623	ONE BEAT CPR + AED SAVING LIVES, ONE HEA	
Serial Number:	86240658	ONE BEAT CPR	
Serial Number:	86240650	ONE BEAT CPR	
Serial Number:	86240635	ONE BEAT CPR + AED	
Serial Number:	86240597	SAVING LIVES, ONE HEART AT A TIME	
Serial Number:	85351592	GOT CPR?	
Serial Number:	85704381	COMPRESSIONS ONLY CPR	
CORRESPONDENCE DATA			
Fax Number:	9545192042		
<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:	9545192041		
Email:	info@keyslawfirm.com		
Correspondent Name:	James Keys		
Address Line 1:	3350 SW 148th Ave		
Address Line 2:	Suite 110		
Address Line 4:	Miramar, FLORIDA 33027		
NAME OF SUBMITTER:	James Keys		

OP \$190.00 86240623

SIGNATURE:	/james keys/
DATE SIGNED:	01/22/2020
Total Attachments: 5 source=C14 - Trademark Assignment#page1.tif source=C14 - Trademark Assignment#page2.tif source=C14 - Trademark Assignment#page3.tif source=C14 - Trademark Assignment#page4.tif source=C14 - Trademark Assignment#page5.tif	

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (“**Trademark Assignment**”), dated as of January 28 2019 (the “**Effective Date**”), is made by One Beat CPR Learning Center, Inc. (“**Assignor**”), a Florida corporation, located at 4350 Oakes Rd, Suite 500-501, Davie, FL 33314, in favor of One Beat CPR Learning Center LLC (“**Assignee**”), a Michigan limited liability company, located at 4350 Oakes Road, Suite 500-501, Davie, FL 33314.

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the following:

(a) the trademark registrations and trademark applications set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof (the “**Assigned Trademarks**”), together with the goodwill of the business connected with the use of, or otherwise symbolized by, the Assigned Trademarks;

(b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law, 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 Effective Date, 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 to record and register this Trademark Assignment upon request by Assignee. Following the Effective Date, 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, or as Assignee may otherwise reasonably request, to effect, evidence, or perfect the assignment of the Assigned Trademarks to Assignee, or any assignee or successor thereto, all at Assignor's cost and expense.

3. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

4. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5. Governing Law. This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Florida, without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction).

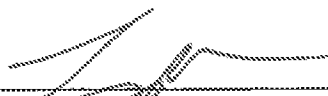
6. Contribution Agreement. This Trademark Assignment has been executed and delivered in connection with, and in furtherance of, the Contribution Agreement, dated the same date hereof, among the parties and Lon Rosen. This Trademark Assignment does not, and shall not be construed so as to, modify or amend any provision of such Contribution Agreement in any way.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Trademark Assignment as of the Effective Date.

AGREED TO AND ACCEPTED:

ONE BEAT CPR LEARNING CENTER,
INC.

By: 
Name: Lon Rosen
Title: President

Address for Notices:

4350 Oakes Rd, Suite 500-501
Davie, FL 33314

AGREED TO AND ACCEPTED:

ONE BEAT CPR LEARNING CENTER,
LLC

By: _____
Name: Lawrence Franchetti
Title: President

Address for Notices:

4350 Oakes Rd, Suite 500-501
Davie, FL 33314

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Trademark Assignment as of the Effective Date.

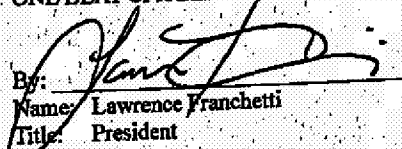
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By: _____
Name: Lon Rosen
Title: President

Address for Notices:
4350 Oakes Rd, Suite 500-501
Davie, FL 33314

AGREED TO AND
ACCEPTED:

ONE BEAT CPR LEARNING CENTER, LLC

By: 
Name: Lawrence Franchetti
Title: President

Address for Notices:
4350 Oakes Rd, Suite 500-501
Davie, FL 33314

SCHEDULE 1

Assigned Trademarks

Trademark Registrations

Mark	Jurisdiction	Serial Number	Registration Number	Registration Date
ONE BEAT CPR + AED SAVING LIVES, ONE HEART AT A TIME	USA	86240623	4948871	5/3/16
ONE BEAT CPR	USA	86240658	4706839	3/24/15
ONE BEAT CPR	USA	86240650	4722488	4/21/15
ONE BEAT CPR + AED	USA	86240635	4726405	4/28/15
SAVING LIVES, ONE HEART AT A TIME	USA	86240597	4706838	3/24/15
GOT CPR?	USA	85351592	4145538	5/22/12
COMPRESSIONS ONLY CPR	USA	85704381	4424088	10/29/13

TRADEMARK

REEL: 006843 FRAME: 0089

SCHEDULE 1

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