

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM567172

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	10/16/2019
RESUBMIT DOCUMENT ID:	900535425

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
1066 AD LLC		01/08/2020	Limited Liability Company: SOUTH CAROLINA

RECEIVING PARTY DATA

Name:	2KNOWHealth LLC
Street Address:	1321 Overcreek Court
City:	Mount Pleasant
State/Country:	SOUTH CAROLINA
Postal Code:	29464
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	5435837	MORPHII
Registration Number:	5226110	VIZBII

CORRESPONDENCE DATA

Fax Number: 8642337342
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.
Phone: 864-271-1592
Email: usdocketing@dority-manning.com
Correspondent Name: DORITY & MANNING, P.A.
Address Line 1: P. O. Box 1449
Address Line 4: Greenville, SOUTH CAROLINA 29602-1449

ATTORNEY DOCKET NUMBER:	FASX-1-M2
NAME OF SUBMITTER:	RICHARD M. MOOSE
SIGNATURE:	/Richard M. Moose Reg. No. 31226/
DATE SIGNED:	03/16/2020

Total Attachments: 2

source=1.8.20 executed document#page 1.tif

NUNC PRO TUNC ASSIGNMENT AGREEMENT BETWEEN 1066 AND 2KNOWHEALTH

THIS AGREEMENT (“Agreement”) is hereby made as of the date of the last signature below and effective (the “Effective Date”) *nunc pro tunc* as of at least as early as October 16, 2019, between 1066 AD LLC of Mt. Pleasant, SC 29464 (hereinafter also “1066”) and 2KNOWHealth LLC of Mt. Pleasant, SC 29464 (hereinafter also “2KNOWHealth”).

WHEREAS, VIZBII TECHNOLOGIES, INC. of Charleston, SC 29403 (hereinafter also “VIZBII”) is the owner of all right, title, and interests to United States Patent No. 9,959,011 and Registration Nos. 5435837 for “MORPHII” and 5226110 for “VIZBII”;

WHEREAS, VIZBII and 1066 have concluded a controlling main Agreement between them by which 1066 provides compensation to VIZBII for licensing rights, and by which VIZBII provides such licensing rights, all pursuant to various terms and conditions of such controlling main Agreement;

WHEREAS, a copy of a May 31, 2019 executed Annex A to such controlling main Agreement between VIZBII and 1066 and entitled “LICENSING AGREEMENT BETWEEN VIZBII AND 1066” has been publicly recorded with the United States Patent & Trademark Office in Patent Recordation Files thereof at Reel 049342 and Frame 0881 thereof with reference to United States Patent No. 9,959,011, and in Trademark Recordation Files thereof at Reel 6705 and Frame 0337 thereof with reference to Federal Registration Nos. 5435837 and 5226110; and

WHEREAS, 1066 and 2KNOWHealth have concluded a controlling main Agreement between them by which 1066 has assigned and does assign to 2KNOWHealth all 1066 rights and interests in a controlling main Agreement between VIZBII and 1066, and by which 1066 has assigned and does assign to 2KNOWHealth all 1066 rights and interests in such publicly recorded “LICENSING AGREEMENT BETWEEN VIZBII AND 1066”, and has assigned and does assign all intellectual property rights obtained thereby from VIZBII, including but not limited to particular rights relative to United States Patent No. 9,959,011 and Registration Nos. 5435837 for “MORPHII” and 5226110 for “VIZBII”, all pursuant to various terms and conditions of such controlling main Agreement between VIZBII and 1066, and now applicable to 2KNOWHealth by assignment from 1066 to 2KNOWHealth of such main Agreement and such publicly recorded “LICENSING AGREEMENT BETWEEN VIZBII AND 1066”, such terms and conditions including in pertinent part:

VIZBII has granted to 1066 a worldwide, exclusive, sub-licensable, license to manufacture, make, have made, use, sell, have sold, offer for sale, market, promote, import, export, display, distribute, perform or otherwise commercialize or dispose of subject matter covered by United States Patent No. 9,959,011 for health-related outcomes in the healthcare market, from either well-care or sick-care healthcare services, and VIZBII has further granted to 1066 the right to initiate action, suit, or otherwise proceed against and seek recovery from any third party who is infringing United States Patent

No. 9,959,011 for health-related outcomes in the healthcare market, from either well-care or sick-care healthcare services (with VIZBII joining and/or joined, if needed), including the right for 1066 to retain any recovery therefrom for the exclusive benefit of 1066. By way of clarification, exclusivity does not cover customer, employee, and educational experience applications in the healthcare and non-healthcare markets, and all other fields which are not defined as health-related outcomes in the healthcare market, from either well-care or sick-care healthcare services

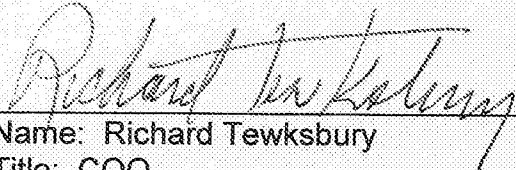
VIZBII has further granted to 1066 a worldwide, non-exclusive, license to manufacture, make, have made, use, sell, have sold, offer for sale, market, promote, import, export, display, distribute, perform or otherwise commercialize or dispose of subject matter covered by United States Patent No. 9,959,011 and Registration Nos. 5435837 for "MORPHII" and 5226110 for "VIZBII" in the healthcare market generally.

1066 recognizes that for any trademark and/or service mark rights licensed to 1066 per this Agreement, that VIZBII has the right to review and approve all licensed use of a mark by 1066 or its licensees and to inspect associated goods and/or services provided by 1066 or its licensees under such mark, to ensure quality and consistency of the mark and the associated goods and/or services.

The parties hereto recognize, and for such good and valuable consideration as stated in the main Agreement between them, that all such rights from VIZBII to 1066 as referenced herein have been, and are hereby, assigned from 1066 to 2KNOWHealth with 2KNOWHealth as an assignee and successor in interest to 1066 pursuant to Section 11.10 of the assigned main Agreement entitled "LICENSING, CROSS MARKETING AND JOINT DEVELOPMENT AGREEMENT BETWEEN VIZBII AND 1066", and including hereby assignment from 1066 to 2KNOWHealth with reference to Registration Nos. 5435837 for "MORPHII" and 5226110 for "VIZBII" such marks and Registrations thereof, together with the goodwill of the business of 1066 symbolized thereby together with the right to all claims for damages by reason of any past infringements thereof with the right to sue for and collect same for its own use and enjoyment, all of the foregoing effective *nunc pro tunc* as of at least as early as October 16, 2019.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement by their respective authorized representative on the date(s) specified below.

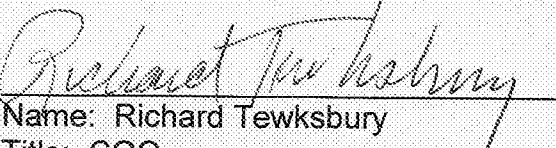
1066 AD LLC


Name: Richard Tewksbury
Title: COO

Date:

January 8, 2020

2KNOWHealth LLC


Name: Richard Tewksbury
Title: COO

Date:

January 8, 2020