

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM572303

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Verus Healthcare, Inc.		04/15/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	VeruStat, Inc.		
Street Address:	2308 Tyne Blvd.		
City:	Nashville		
State/Country:	TENNESSEE		
Postal Code:	37215		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5482282	VERUSTAT	
CORRESPONDENCE DATA			
Fax Number:	6158008918		
<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:	615-800-8919		
Email:	amy@everhartlawfirm.com		
Correspondent Name:	Amy J. Everhart		
Address Line 1:	202 Fifth Avenue South		
Address Line 4:	Franklin, TENNESSEE 37064		
NAME OF SUBMITTER:	Amy J. Everhart		
SIGNATURE:	/Amy J. Everhart/		
DATE SIGNED:	04/16/2020		
Total Attachments: 2			
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OP \$40.00 5482282

TRADEMARK ASSIGNMENT AND
DOMAIN NAME PURCHASE AND TRANSFER AGREEMENT

This Trademark Assignment and Domain Name Purchase and Transfer Agreement (the "Agreement") is made and effective as of April 15, 2020 (the "Effective Date"), from Verus Healthcare, Inc., a Delaware corporation ("ASSIGNOR"), to VeruStat, Inc., a Delaware corporation ("ASSIGNEE"):

WHEREAS, ASSIGNOR is the owner of all right, title, and interest in and to the trademark VERUSTAT in connection with "remote monitoring of data indicative of the health or condition of an individual or group of individuals for medical diagnosis and treatment purposes," including the registration thereof in the United States Patent and Trademark Office, U.S. Trademark Reg. No. 5482282 (the "Mark"); and

WHEREAS, ASSIGNOR is the owner of all right, title, and interest in and to the Internet domain name verustat.com (the "Domain Name"); and

WHEREAS, ASSIGNOR desires by this document to convey, transfer, assign, deliver, and contribute to ASSIGNEE all of ASSIGNOR's right, title, and interest in and to the Mark and the Domain Name as of the Effective Date.

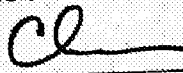
NOW, THEREFORE, in consideration of the payment of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR hereby irrevocably sells, conveys, transfers, assigns, delivers, and contributes to ASSIGNEE, its successors and assigns, all right, title, and interest in and to the Mark and the Domain Name, including, without limitation, (1) the goodwill of the business relating to the goods and services in respect upon which the Mark and/or the Domain Name are used and for which the Mark and/or the Domain Name are or shall be registered; (2) all income, royalties, and damages hereafter due or payable to ASSIGNOR with respect to the Mark and/or the Domain Name, including, without limitation, damages and payments for past, present and future infringements and misappropriations of the Mark and/or the Domain Name; and (3) all rights to sue for past, present and future infringements and misappropriations of the Mark and/or the Domain Name; and (4) any and all registrations, applications for registration, and exclusive licenses related thereto and all issuances, extensions and renewals thereof.

ASSIGNOR represents and warrants that ASSIGNOR has the power to enter into this Agreement; and that the rights transferred in this Agreement are free of any liens, encumbrances or adverse claims. ASSIGNOR further covenants that it will execute all documents, papers, forms and authorizations, provide all information, and take all other actions that may be necessary to secure, complete or vest in ASSIGNEE full right, title, and interest in the Mark and the Domain Name. ASSIGNOR will cooperate promptly in facilitating the transfer to ASSIGNEE of the Domain Name with the Domain Name registrar and will follow the rules designated by the registrar to effect such transfer.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have duly executed under seal and delivered this Agreement as of the day and year first above written.

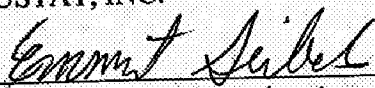
VERUS HEALTHCARE, INC.

By: 

Name: Christopher Joyce

Title: Secretary

VERUSTAT, INC.

By: 

Name: Emmet Seibels

Title: President

4820-9395-3209, v. 2