

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

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SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900558647		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GlobalMedia Group, LLC, dba GlobalMed		06/18/2020	Limited Liability Company: ARIZONA
RECEIVING PARTY DATA			
Name:	InTouch Technologies, Inc.		
Doing Business As:	InTouch Health		
Street Address:	7402 Hollister Avenue		
City:	Goleta		
State/Country:	CALIFORNIA		
Postal Code:	93117		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5528217	XPRESS	
CORRESPONDENCE DATA			
Fax Number:	8015786999		
<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:	(801) 328-3131		
Email:	tm-slc@stoel.com		
Correspondent Name:	Joshua G. Gigger		
Address Line 1:	201 South Main Street, Suite 1100		
Address Line 4:	Salt Lake City, UTAH 84111		
ATTORNEY DOCKET NUMBER:	43161-50		
NAME OF SUBMITTER:	Joshua G. Gigger		
SIGNATURE:	/Joshua G. Gigger/		
DATE SIGNED:	08/18/2020		
Total Attachments: 3			
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SCHEDULE A

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (“**Trademark Assignment**”) is entered into as of the date of the last signature below (the “**Effective Date**”) by and between InTouch Technologies, Inc., a Delaware corporation doing business as InTouch Health, with an address at 7402 Hollister Ave., Goleta, CA 93117 (“**InTouch**”) and GlobalMedia Group, LLC, an Arizona limited liability company doing business as GlobalMed, with an address at 15023 N. 73rd St., Second Floor, Scottsdale, AZ 85260 (“**GlobalMed**”), each a party to that certain Settlement Agreement, executed concurrently with this Trademark Assignment (the “**Settlement Agreement**”).

WHEREAS, under the terms of the Settlement Agreement, GlobalMed agreed to execute this Trademark Assignment for recording with the United States Patent and Trademark Office and to deliver it to InTouch.

NOW THEREFORE, InTouch and GlobalMed as follows:

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

(a) U.S. Trademark Registration No. 5,528,217, and all issuances, extensions, and renewals thereof, any common law rights in XPRESS, together with the goodwill of the business connected with the use of, and symbolized thereby, (the “**Assigned Trademarks**”);

(b) all rights of any kind whatsoever of GlobalMed accruing under any of the foregoing provided by applicable law of any jurisdiction, 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 date hereof, 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. GlobalMed hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Trademark Assignment upon request by InTouch. Following the date hereof, at InTouch's reasonable cost and expense, GlobalMed will take such steps and actions, and provide

such cooperation and assistance to InTouch 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 to effect, evidence, or perfect the assignment of the Assigned Trademarks to InTouch, or any assignee or successor thereto.

3. Terms of the Settlement Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Settlement Agreement, to which reference is made for a further statement of the rights and obligations of GlobalMed and InTouch with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements, indemnities, conditions, and limitations contained in the Settlement Agreement will not be superseded hereby but will remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Settlement Agreement and the terms hereof, the terms of the Settlement Agreement will govern.

4. Counterparts. This Trademark Assignment may be executed in counterparts, each of which will be deemed an original, but all of which together will 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 will be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

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

6. 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 will be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

/signature page follows/

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

INTOUCH TECHNOLOGIES, INC.

By: Yulun Wang
Yulun Wang (Jun 20, 2020 15:50 PDT)

Name: Yulun Wang

Title: Chairman & Founder

Date: Jun 20, 2020

GLOBALMEDIA GROUP, LLC

By: 
Name: Joel E Barthelmy

Title: CEO

Date: June 18, 2020