

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM594945

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Sterling Fund Management, LLC		08/27/2020	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Jetson Health, LLC		
<b>Street Address:</b>	401 N. Michigan Ave., Suite 3300		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60611		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6125388	JETSON	
<b>Serial Number:</b>	88611566	JETSON	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3122662224		
<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>			
<b>Phone:</b>	312-266-2221		
<b>Email:</b>	molly@fklawfirm.com		
<b>Correspondent Name:</b>	Molly Hunsinger		
<b>Address Line 1:</b>	200 West Superior Street, Suite 410		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60654		
<b>NAME OF SUBMITTER:</b>	Molly Hunsinger		
<b>SIGNATURE:</b>	/Molly Hunsinger/		
<b>DATE SIGNED:</b>	08/31/2020		
<b>Total Attachments: 4</b>			
source=Trademark Assignment Agreement (SFM-Jetson) - executed - dated 08-27-20#page1.tif			
source=Trademark Assignment Agreement (SFM-Jetson) - executed - dated 08-27-20#page2.tif			
source=Trademark Assignment Agreement (SFM-Jetson) - executed - dated 08-27-20#page3.tif			
source=Trademark Assignment Agreement (SFM-Jetson) - executed - dated 08-27-20#page4.tif			

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## TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT, dated as of August 27, 2020 (this “Assignment”), is made and entered into by and among Sterling Fund Management, LLC, a Delaware limited liability company with its principal place of business at 401 N. Michigan Ave., Suite 3300 Chicago, Illinois 60611 (“Assignor”), and Jetson Health, LLC, a Delaware limited liability company with its principal place of business at 401 N. Michigan Ave., Suite 3300 Chicago, Illinois 60611 (the “Assignee”). Assignor and Assignee are sometimes herein referred to collectively as the “Parties” and individually as a “Party.”

WHEREAS, Assignor operates its business through the use of the trademarks and trademark applications set forth in Exhibit A hereto (the “Marks”); and

WHEREAS, Assignor desires to assign all right, title, and interest in and to the Marks, together with all goodwill arising from or relating thereto, to Assignee, and Assignee desires to acquire the same.

NOW, THEREFORE, in consideration of the covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties agree as follows:

1. Assignment. Assignor hereby irrevocably conveys, transfers, assigns, and delivers unto Assignee, absolutely and forever, its entire right, title, and interest in the United States and throughout the world, in and to the Marks, whether statutory or at common law, together with all goodwill arising from or related to the business symbolized by the Marks, the same to be held and enjoyed by Assignee for its own use and enjoyment, and for the use and enjoyment of its licensees, successors, assigns, and/or other legal representatives, including the right to sue for and receive all damages accruing from past, present, and future infringement of the Marks, to be used as fully and entirely as such rights would have been held and enjoyed by each Assignor had this Assignment not been made.
2. Further Assurances. Assignor hereby agrees to take such actions and execute such documentation (at Assignee’s sole expense) as may be required by any domestic or foreign intellectual property registrar or regulatory agency to transfer ownership of the Marks from Assignor to Assignee. Assignor hereby also agrees to execute such further assignments and related documents (at Assignee’s sole expense) with respect to the Marks as Assignee shall reasonably request.
3. Recordation. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States of America, or with respect to any foreign trademarks or service marks or applications or registrations for such marks the foreign equivalent as the case may be, to record Assignee as owner of the Marks and to issue any and all registrations, including renewals thereof, to Assignee, its successors, assigns, nominees, or other legal representatives.

4. Rights and Royalties. All rights and any income, royalties, or payments otherwise due or payable to Assignor with respect to any Marks as of the date hereof or thereafter, will be held and enjoyed by Assignee, its successors, executors, and permitted assigns.
5. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of Assignor, Assignee, and their respective successors and permitted assigns.
6. Headings. The article and section headings of this Assignment are for convenience of reference only and shall not be deemed to limit or affect any of the provisions hereof.
7. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without reference to such state's principles of conflicts of law. Any proceeding arising out of or relating to this Agreement shall be brought in the courts of the State of Illinois, or, if it has or can acquire jurisdiction, in the United States District Court for the Northern District of Illinois.
8. Amendments; No Waiver. Any provision of this Assignment may be waived or amended if, and only if, such amendment or waiver is in writing and signed by all of the Parties. No failure by any Party hereto to insist upon the strict performance of any covenant, duty, agreement, or condition of this Assignment, or to exercise any right or remedy consequent upon a breach hereof, shall constitute a waiver of any such breach or any other covenant, duty, agreement, or condition hereof.
9. No Third-Party Beneficiaries. This Assignment is for the sole benefit of the Parties hereto, their permitted assigns and nothing herein expressed or implied shall give or be construed to give any third-party, other than the Parties hereto and such permitted assigns, any legal or equitable rights hereunder.
10. Counterparts. This Assignment may be executed in one or more counterparts (including by means of facsimile, PDF, or other electronic signature pages), all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each of the Parties and delivered to the other Party.

[Signature pages follow]

**IN WITNESS WHEREOF**, the Parties have caused this Assignment to be executed by its duly authorized representatives effective on the date first written above.

ASSIGNOR:

STERLING FUND MANAGEMENT, LLC

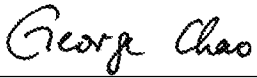
BY: 

NAME: M. Avi Epstein

TITLE: General Counsel and Chief Operating Officer

ASSIGNEE:

JETSON HEALTH, LLC

BY: 

NAME: George Chao

TITLE: Chief Executive Officer and President

**EXHIBIT A**

**TRADEMARKS**

<b>Mark</b>	<b>Ser. No.</b>	<b>Filing Date</b>	<b>Reg. No.</b>	<b>Reg. Date</b>	<b>Register</b>	<b>Class</b>	<b>Status</b>
JETSON (word)	88223914	12/10/2018	6125388	08/11/2020	Principal	IC 5	Registered. Latest date to file §8 w/o additional fees is 08/11/2026.
JETSON (design)	88611566	09/10/2019	Pending	Pending	Principal	IC 5	Statement of Use filed on 07/21/2020 and accepted on 08/25/2020.