

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM604938

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HCFS, Inc.		08/14/2020	Corporation: TEXAS
RECEIVING PARTY DATA			
Name:	HCFS Operating Company, LLC		
Street Address:	16260 North 71st Street, Suite 350		
City:	Scottsdale		
State/Country:	ARIZONA		
Postal Code:	85254		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	5673515	EVEX	
Registration Number:	5431260	HCFS	
Registration Number:	5431261	HCFS, INC.	
Registration Number:	5456542		
Registration Number:	5431262	PERFORMANCE DRIVEN. PATIENT ORIENTED.	
CORRESPONDENCE DATA			
Fax Number:	4809073003		
<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:	480 327 6650		
Email:	trademark@weissbrown.com		
Correspondent Name:	Rebecca Weisenberg		
Address Line 1:	6263 N. Scottsdale Rd. Ste. 340		
Address Line 4:	Scottsdale, ARIZONA 85250		
NAME OF SUBMITTER:	Rebecca Weisenberg		
SIGNATURE:	/Rebecca Weisenberg/		
DATE SIGNED:	10/26/2020		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT AGREEMENT


This TRADEMARK ASSIGNMENT AGREEMENT (“Trademark Assignment”), dated as of August 14, 2020, is made from HCFS, Inc., a Texas corporation (“Assignor”), to HCFS Operating Company, LLC, a Delaware limited liability company (“Assignee”), the Assignee of certain assets of Assignor pursuant to that certain Intellectual Property Assignment Agreement, dated of even date herewith by and among Assignor and Assignee (the “IP Assignment Agreement”).

WHEREAS, under the terms of the IP Assignment Agreement, Assignor conveyed, transferred, and assigned to Assignee, among other assets, certain Trademarks of Assignor, and has agreed to execute and deliver this Trademark Assignment for recording with the United States Patent and Trademark Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor hereby irrevocably conveys, transfers and assigns to Assignee, and Assignee hereby accepts, all of Assignor’s worldwide right, title, goodwill, and interest in and to the Trademarks, including the following (the “Assigned Trademarks”):

(a) the trademark registrations and applications set forth below and all issuances, extensions and renewals thereof together with all common law rights therein, (collectively, the “Trademarks”), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks; provided that, with respect to United States intent-to-use trademark applications set forth below, if any, the transfer of such applications accompanies, pursuant to the IP Assignment Agreement, the transfer of Assignor’s business, or portion of the business to which the trademark pertains, and that business is ongoing and existing;

Description	Country	Filing Date	Serial Number	Issue/Registration Date	Issue/Registration Number
“EVEX” Word Mark	United States	5/9/2018	87913447	2/12/2019	5673515
“HCFS” Word Mark	United States	3/13/2017	87368631	3/27/2018	5431260
“HCFS, Inc.”	United States	3/13/2017	87368653	3/27/2018	5431261
	United States	3/13/2017	87368727	5/1/2018	5456542

Design Mark					
Service Mark					
PERFORMANCE DRIVEN, PATIENT ORIENTED. Service Mark	United States	3/13/201 7	8736867 7	3/27/2018	5431262

(b) all rights of any kind whatsoever of Assignor 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 and/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. 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 date hereof, 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 to effect, evidence or perfect the assignment of the Assigned Trademarks to Assignee, or any assignee or successor thereto.

3. Terms of the IP Assignment Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the IP Assignment Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements, and indemnities contained in the IP Assignment Agreement remain in effect.

4. 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 to be 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.

5. 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 permitted assigns. This Trademark Assignment may not be assigned by either party without the prior written consent of the other party.

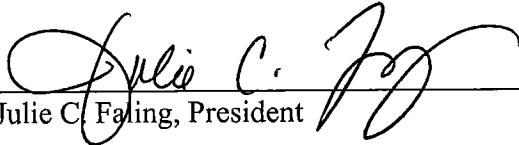
6. Governing Law. This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance 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).

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IN WITNESS WHEREOF, the parties hereto have caused this Trademark Assignment to be duly executed as of the day and year first above written.

ASSIGNOR:

HCFS, INC.

By: 
Julie C. Faling, President

ASSIGNEE:

HCFS OPERATING COMPANY, LLC

By: _____
Adam T. Miller, Chief Executive Officer

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Assignment to be duly executed as of the day and year first above written.

ASSIGNOR:

HCFS, INC.

By: _____
Julie C. Faling, President

ASSIGNEE:

HCFS OPERATING COMPANY, LLC

By: DocuSigned by:
Adam T. Miller

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Adam T. Miller, Chief Executive Officer