

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM610452

<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>
Patient Power, LLC		11/18/2020	Limited Liability Company: WASHINGTON
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Remedy Health Group, LLC		
<b>Street Address:</b>	330 Madison Avenue		
<b>Internal Address:</b>	35th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10017		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3400089	PATIENT POWER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9735972400		
<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>	9735972500		
<b>Email:</b>	lstrademark@lowenstein.com		
<b>Correspondent Name:</b>	Jenna-Marie Tracy, Esq.		
<b>Address Line 1:</b>	Lowenstein Sandler LLP		
<b>Address Line 2:</b>	One Lowenstein Drive		
<b>Address Line 4:</b>	Roseland, NEW JERSEY 07068		
<b>ATTORNEY DOCKET NUMBER:</b>	34654.10		
<b>NAME OF SUBMITTER:</b>	Jenna-Marie Tracy, Esq.		
<b>SIGNATURE:</b>	/Jenna-Marie Tracy/		
<b>DATE SIGNED:</b>	11/23/2020		
<b>Total Attachments: 5</b>			
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## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and delivered as of November 18, 2020 (the "Effective Date") by Patient Power, LLC, a Washington limited liability company (the "Assignor"), for the benefit of Remedy Health Group, LLC, a Delaware limited liability company (the "Assignee"). All capitalized terms used herein but not otherwise defined shall have the meanings given them in the Agreement (as defined below).

WHEREAS, the Assignor, the Assignee, Andrew Schorr, and Esther Schorr, have entered into that certain Asset Purchase Agreement dated as of November 18, 2020 (the "Agreement"); and

WHEREAS, pursuant to the Agreement, the Assignor has agreed to sell, convey, transfer, assign and deliver to the Assignee, among other things, all of the Assignor's right, title and interest in and to the trademarks, service marks, and registrations and applications therefor, that are included in the Purchased Assets, including those trademarks that are set forth on the attached Schedule A hereto, together with the goodwill of the business associated therewith (collectively, the "Marks") (and, with respect to any intent-to-use trademark application included in the Marks, the business to which such trademark application pertains, which business is ongoing and existing).

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

1. The Assignor hereby irrevocably assigns to the Assignee: (i) all of the Assignor's right, title, and interest in and to the Marks, together with the goodwill associated therewith; and (ii) any and all legal actions and rights and remedies at law or in equity for past infringements, misappropriations, or other violations of the Marks, including the right to sue for, collect, and retain all damages, profits, proceeds, and all other remedies associated therewith. Upon the reasonable request of Assignee, the Assignor agrees to execute and deliver to the Assignee and/or any person designated by the Assignee any and all additional documents and instruments that may reasonably be required to record and perfect the rights granted herein, consistent with and subject to the terms of the Agreement.

2. The Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any other official throughout the world whose duty is to register and record ownership in trademark registrations and applications for registration of trademarks, to record the Assignee as the assignee and owner of any and all of the Assignor's rights in the Marks.

3. All of the terms and provisions of this Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

4. No provision of this Assignment is intended to confer upon any Person other than the parties hereto and their respective successors and assigns any rights or remedies hereunder.

5. Nothing herein shall be deemed to expand or limit the rights, duties and obligations of the parties under the Agreement and, to the extent of any conflict between the terms and conditions of this Assignment and the terms and conditions of the Agreement, the terms and conditions of the Agreement shall govern, supersede and prevail.

6. This Assignment shall be construed, performed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the Assignor has duly executed this Assignment as of the date first written above.

PATIENT POWER, LLC

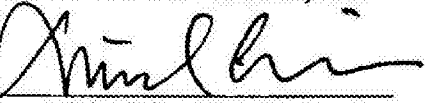
By:   
Name: Andrew Schorr  
Title: Manager

Address:

PO Box 1666  
Bellevue, WA 98009  
Attention: Andrew Schorr and Esther Schorr

AGREED AND ACCEPTED:

REMEDY HEALTH GROUP, LLC

By 

Name: Michael Cunnion

Title: Chief Executive Officer

Address:

330 Madison Avenue, 35<sup>th</sup> Floor

New York, NY 10017

Attention: Chief Executive Officer

Fax: (212) 695-2936

Email: [mcunnion@remedyhealthmedia.com](mailto:mcunnion@remedyhealthmedia.com)

*[Signature page to Trademark Assignment Agreement]*

**SCHEDULE A**

**Marks**

Jurisdiction	Mark	Status	Registration No. / Application Serial No.	Filing Date	Registration Date
US	PATIENT POWER	REGISTERED	3400089	August 6, 2006	March 18, 2008

**TRADEMARK**

**REEL: 007113 FRAME: 0865**

**RECORDED: 11/23/2020**