

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM615169

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Jordan Duval-Arnould		12/11/2020	INDIVIDUAL:
RECEIVING PARTY DATA			
Name:	Readyworks Health, Inc.		
Street Address:	101 North Haven Street, Unit 103		
City:	Baltimore		
State/Country:	MARYLAND		
Postal Code:	21224		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	6156870	READYWORKS	
CORRESPONDENCE DATA			
Fax Number:	8592255241		
<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:	8592255240		
Email:	cpfarris@blfky.com		
Correspondent Name:	Christopher P. Farris		
Address Line 1:	145 Constitution Street		
Address Line 4:	Lexington, KENTUCKY 40507		
NAME OF SUBMITTER:	Christopher P. Farris		
SIGNATURE:	/Christopher P. Farris/		
DATE SIGNED:	12/17/2020		
Total Attachments: 3			
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the “**Agreement**”) is entered into this 11th day of December, 2020 (the “**Effective Date**”) by and between Jordan Duval-Arnould, an individual, having an address of 904 Hamburg Drive, Abingdon, Maryland 21009 (“**Assignor**”) and Readyworks Health, Inc., a Delaware corporation, having its principal place of business at 101 North Haven Street, Unit 103, Baltimore, Maryland 21224 (“**Assignee**”).

WHEREAS, Assignor is the registered owner of that certain READYWORKS service mark, registered in the United States Patent and Trademark Office, Registration Number 6,156,870 (the “**Mark**”); and

WHEREAS, Assignor desires to assign, and Assignee desires to acquire, all rights, title, and interest in and to the Mark.

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

1. Assignment. Assignor hereby conveys and assigns to Assignee, and Assignee hereby accepts from Assignor, all of Assignor’s right, title and interest in and to the Mark, together with all goodwill associated therewith.

2. Representation and Warranties. Assignor represents and warrants that:
- (a) Assignor owns the entire right, title and interest in and to the Mark;
 - (b) All registrations for the Mark are currently valid and subsisting and in full force and effect;
 - (c) Assignor has not licensed the Mark to any other person or entity or granted, either expressly or impliedly, any trademark or service mark rights with respect to the Mark to any other person or entity;
 - (d) There are no liens or security interests against the Mark; and
 - (e) Assignor has all authority necessary to enter into this Agreement and the execution and delivery of this Agreement has been duly and validly authorized.

3. Further Assurances. Assignor shall cooperate in all respects as necessary to record the assignment of the Mark with the United States Patent and Trademark Office. At any time, and from time to time after the Effective Date, at Assignee’s request, Assignor shall execute and deliver such other instruments of sale, transfer, conveyance, assignment and confirmation and take such other action, at Assignor’s expense, as Assignee may reasonably deem necessary or desirable in order to perfect or otherwise enable the transfer, conveyance and assignment to Assignee and to confirm Assignee’s title to the Mark and any and all federal and state trademark registrations thereof or applications therefore. Assignor further agrees to assist Assignee and to provide such reasonable cooperation and assistance to Assignee, at Assignee’s expense, as Assignee may reasonably deem necessary and desirable in exercising and enforcing Assignee’s rights in the Mark.

4. Consideration. Within 15 days of the execution of this Agreement, Assignee will pay Assignor the sum of \$10.00.

5. Post-Assignment Covenant. After the Effective Date, Assignor agrees to make no further use of the Mark or any mark confusingly similar thereto, anywhere in the world, except as may be expressly authorized by the parties in writing, and Assignor agrees to not challenge Assignee's use or ownership, or the validity, of the Mark.

6. Successors and Assigns. This Agreement shall be binding on and shall inure to the benefit of the parties to this Agreement and their successors and assigns, if any.

7. Miscellaneous.

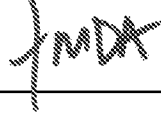
- (a) This Agreement constitutes the entire agreement of the parties with regard to the subject matter hereof. No modifications of or additions to this Agreement shall have effect unless in writing and properly executed by both parties, making specific reference to this Agreement by date, parties, and subject matter.
- (b) This Agreement may be signed by each party separately, in which case attachment of all of the parties' signature pages to this Agreement shall constitute a fully-executed agreement. An executed copy of this Agreement by facsimile or electronic signature shall be deemed to be an original for all purposes.
- (c) Any provision of this Agreement that is invalid, illegal or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions of this Agreement in such jurisdiction or rendering that or any other provision of this Agreement invalid, illegal or unenforceable in any other jurisdiction.

[SIGNATURE BLOCK ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the day and year above written.

ASSIGNOR:

Jordan Duval-Arnould



ASSIGNEE:

Readyworks Health, Inc.,

a Delaware Corporation

By: 
Jordan Duval-Arnould, its CEO