TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM623212

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Lifelines Limited		01/22/2021	Corporation: ENGLAND

RECEIVING PARTY DATA

Name:	Lifelines Neuro Company, LLC
Street Address:	900 E Main Street, Suite 300
City:	Louisville
State/Country:	KENTUCKY
Postal Code:	40206
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	4462873	LIFELINES
Registration Number:	3600827	TRACKIT
Registration Number:	3805317	TRACK IT SLEEP WALKER

CORRESPONDENCE DATA

Fax Number: 8592520779

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.

Phone: 8592520889 Email: robin@iplaw1.net **Correspondent Name:** Nicholas P. Coleman

Address Line 1: 800 Corporate Drive, Suite 200 Address Line 4: Lexington, KENTUCKY 40503

ATTORNEY DOCKET NUMBER:	1735-021
NAME OF SUBMITTER:	Nick Coleman
SIGNATURE:	/Nick Coleman/
DATE SIGNED:	01/29/2021

Total Attachments: 4

source=Assignment#page1.tif source=Assignment#page2.tif source=Assignment#page3.tif

> **TRADEMARK** REEL: 007173 FRAME: 0590

900594003

source=Assignment#page4.tif

TRADEMARK REEL: 007173 FRAME: 0591

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is made among Lifelines Limited, a corporation formed under the laws of the United Kingdom and having a place of business at 7 Clarendon Court Over Wallop, Nr Stockbridge Hampshire, ENGLAND SO208HU (the "Assignor"), and Lifelines Neuro Company, LLC, a Delaware limited liability company, having a place of business at 900 E Main, Suite 300, Louisville, KENTUCKY 40206 (the "Assignee") (each a "party" and collectively, the "parties").

WHEREAS, Assignor is the owner of certain trademark rights set forth on Schedule A hereto (the "Trademarks"):

WHEREAS, Assignor has not abandoned the Trademarks or any rights associated therewith; and

WHEREAS. Assignee is desirous of acquiring all right, title and interest in and to the Trademarks.

NOW THEREFORE, for good and valuable consideration, including the premises and covenants set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

Assignment. Assignor hereby conveys, assigns and transfers to Assignee, and Assignee hereby acquires and accepts from Assignor, all of Assignor's right, title and interest in, to and under the Trademarks, including any and all goodwill symbolized thereby, all rights therein provided by international conventions and treaties, all rights of priority and renewals, and all rights to sue and recover damages for past, present and future infringement, dilution, misappropriation, unlawful imitation or other violation thereof or conflict therewith.

Further Assurances

- (a) Assignor shall (i) execute and deliver at the request of the Assignee, all papers, instruments and assignments, and perform any other reasonable acts the Assignee may require in order to (A) update the public records with the correct registered owner's name of any of the Trademarks and/or (B) vest all Assignor's rights, title, and interest in and to the Trademarks in the Assignee and (ii) provide reasonable evidence as necessary to document any of the foregoing.
- (b) Assignor hereby irrevocably designates and appoints Assignee, and Assignee's duly authorized officers, agents and representatives, as its agents and attorneys-in-fact with full power of substitution to act for and on the behalf and instead of Assignor, to execute and file any such document or documents and to do all other lawfully permitted acts in order to vest in Assignee or record in the name of Assignee all of Assignor's right, title, and interest in and to the Trademarks with the same legal force and effect as if executed by Assignor.

Ì

- 3. <u>Due Authorization</u>. Assignor hereby authorizes and requests the appropriate official of any applicable Governmental Authority to record this Assignment and issue any and all registrations from any and all applications for registration included in the Trademarks or any renewals of the same to and in the name of Assignee.
- 4. <u>Counterparts</u>. This Assignment may be executed and delivered (including by electronic transmission) in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement.

The remainder of this page is intentionally left blank

,

IN WITNESS WHEREOF, each party has caused this Assignment to be executed by its duly authorized representative.

	LIFELINES LIMITED	in the second
By:	DKHIL-	22 Jan 202
	(Signature)	Date
	DAVID HULIN	
	(Print or type name)	
	DIRECTOR	
	(Print or type title)	
*****	*********	********
	LIFELINES NEURO COMPANY, LLC	
By:		
	(Signature)	Date
	(Print or type name)	
	(Print or type title)	

LIFELINES NEURO COMPANY, LLC

ov <u>UUJUV</u>

28/1/21

(Signature)

\$,500

MACK FACKACA

(Print or type name)

PRESIDENT 4 500

(Print or type title)

Schedule A

Mark	U.S. Trademark <u>Application Number</u>	U.S. Trademark <u>Registration Number</u>
LIFELINES and Design	77082202	4,462,873
TRACKIT and Design	77682204	3,600,827
TRACKIT SLEEP WALKER	77542835	3,805,317

TRADEMARK REEL: 007173 FRAME: 0595

RECORDED: 01/29/2021