

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM632920

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900587149		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
eQHealth Solutions, Inc.		11/01/2019	Corporation: LOUISIANA
RECEIVING PARTY DATA			
Name:	eQHealth Solutions, LLC		
Street Address:	8440 Jefferson Highway, Suite 101		
City:	Baton Rouge		
State/Country:	LOUISIANA		
Postal Code:	70809		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4663024	EQCARE	
Registration Number:	4133891	EQSUITE	
CORRESPONDENCE DATA			
Fax Number:	2252483109		
<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>			
Email:	jwtrademarks@joneswalker.com		
Correspondent Name:	MICHAEL K. LEACHMAN		
Address Line 1:	JONES WALKER LLP		
Address Line 2:	445 NORTH BLVD., STE 800		
Address Line 4:	BATON ROUGE, LOUISIANA 70802		
ATTORNEY DOCKET NUMBER:	48867/176721-00		
NAME OF SUBMITTER:	Michael K. Leachman		
SIGNATURE:	/michael k leachman/		
DATE SIGNED:	03/18/2021		
Total Attachments: 4			
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**eQCARE AND eQSUITE TRADEMARK
ASSIGNMENT AGREEMENT**

This TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment") is entered into, effective as of 12:01 a.m., Central Time, on November 1, 2019 (the "Effective Time"), by and between eQHealth Solutions, Inc., a Louisiana nonprofit corporation ("Assignor"), and eQHealth Solutions, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, on May 28, 2019, Assignor and Assignee entered into an Asset Purchase Agreement (the "Purchase Agreement"), pursuant to which Assignor agreed to sell, assign, convey, transfer and deliver to Assignee, and Assignee agreed to purchase, acquire, assume and take assignment and delivery of, all of Assignor's right title and interest in and to certain assets of Assignor, including eQSuite Technology Solutions — cloud based Saas technology — registered trademark service mark with the US Patent and Trademarks Office, Serial No. 85116616, Registration No. 4133891, registered May 1, 2012 and eQCare a community-based services portfolio registered trademark service mark with the US Patent and Trademarks Office, Serial No. 86-277.419, Registration No. 4,663,024, Registered December 30, 2014 (the "Assigned Trademarks"); and

WHEREAS, in connection with the transactions contemplated by the Purchase Agreement, Assignor desires to sell, assign, convey, transfer and deliver the Assigned Trademarks to Assignee, together with the goodwill associated with the Assigned Trademarks, and Assignee desires to purchase, acquire, assume and take assignment and delivery of the Assigned Trademarks.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed by the parties hereto, the parties hereto agree as follows:

1. Assignment. Effective as of the Effective Time, Assignor hereby sells, assigns, conveys, transfers and delivers the Assigned Trademarks to Assignee, together with the goodwill associated with the Assigned Trademarks, including all worldwide rights in the Assigned Trademarks including, without limitation, common law rights based upon use of the Assigned Trademarks. This Assignment includes all rights to damages or profits, due or accrued, arising out of past infringement of the Assigned Trademarks, as well as the right to sue for and recover the same in Assignee's own name. Assignee hereby purchases, acquires, assumes and takes assignment and delivery of the Assigned Trademarks.

2. Further Assurances. Assignor and Assignee hereby agree to execute and deliver such additional notices and instruments of conveyance in addition to this Assignment as either one shall reasonably request to evidence more fully the assignment and assumption described herein.

3. Successors and Assigns. This Assignment shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective heirs, legatees, successors and assigns.

4. Entire Agreement. This Assignment constitutes the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior agreements, written or oral, with respect thereto.

5. Amendment. This Assignment shall not be amended or modified except with the express written consent of Assignor and Assignee.

6. Counterparts. This Assignment may be executed in two or more counterparts all of which together shall constitute one and the same instrument. Facsimile signatures or signature received as a pdf attachment to electronic mail shall be treated as original signatures for all purposes hereunder.

7. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Louisiana, without regard to any conflicts of laws principles.

8. Separability. In case any one or more of the provisions contained in this Assignment should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected, impaired, prejudiced or disturbed thereby.

IN WITNESS WHEREOF, this Assignment has been duly executed by the parties hereto, effective for all purposes as of the Effective Time.

ASSIGNOR

eQHealth Solutions, Inc.

By: _____


Glen J. Golemi
President and Chief Executive Officer

ASSIGNEE

eQHealth Solutions, LLC

By: _____


Glen J. Golemi
President and Chief Executive Officer