

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM670508

<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>
Ramard, Inc.		04/30/2021	Corporation: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Veterinarian Recommended Solutions, LLC		
<b>Street Address:</b>	5 Sentry Parkway East		
<b>Internal Address:</b>	Suite 210		
<b>City:</b>	Blue Bell		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	19422		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5048915	RAMARD	
<b>Registration Number:</b>	5048914	RAMARD	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2026612299		
<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>	202-661-2247		
<b>Email:</b>	TMDocketing@BallardSpahr.com		
<b>Correspondent Name:</b>	Susan A. Smith - Ballard Spahr LLP		
<b>Address Line 1:</b>	1909 K Street, NW		
<b>Address Line 2:</b>	12th Floor		
<b>Address Line 4:</b>	Washington, D.C. 20006-1157		
<b>ATTORNEY DOCKET NUMBER:</b>	00373955		
<b>NAME OF SUBMITTER:</b>	Susan A. Smith		
<b>SIGNATURE:</b>	/sas/		
<b>DATE SIGNED:</b>	08/26/2021		
<b>Total Attachments: 4</b>			
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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “*IP Assignment*”), dated as of April 30, 2021 (the “*Closing Date*”), is made by Ramard, Inc., a Florida corporation, with a place of business located at 4561 Ironworks Pike, Suite 161, Lexington, KY 40511 (“*Seller*”), in favor of VETERINARIAN RECOMMENDED SOLUTIONS, LLC, a Delaware limited liability company, with a place of business located at 5 Sentry Parkway, East LLC, Bldg. Suite 210, Blue Bell, PA 19422 (“*Buyer*”), the purchaser of certain assets of Seller pursuant to an Asset Purchase Agreement, dated as of April 30, 2021 (the “*Purchase Agreement*”), by and among Buyer, Seller, solely with respect to Section 5.6 of the Purchase Agreement and for no other purposes whatsoever, Gary Jeffery Ramey, and, solely with respect to Section 5.11 of the Purchase Agreement and for no other purposes whatsoever, Acumen Health Holdings, LLC, a Delaware limited liability company.

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

NOW THEREFORE, Seller agrees as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller’s right, title, and interest in and to the following (the “*Assigned IP*”):

(a) the trademark registrations and applications set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof (the “*Trademarks*”), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

(b) all rights of any kind whatsoever of Seller 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, or after the Closing Date, 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. Seller hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office, to record and register this IP Assignment upon request by Buyer. Following the Closing Date, upon Buyer’s reasonable request, and at Buyer’s sole cost and expense, Seller shall take such steps and actions, and provide such reasonable cooperation and assistance to Buyer 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 reasonably necessary to effect, evidence, or perfect the assignment of the Assigned IP to Buyer, or any assignee or successor thereto.

3. Transfer of Domain Name with the Registrar. Seller will take those certain actions reasonably requested by Buyer and necessary to consent irrevocably and to authorize the applicable

registrar to transfer control of Ramardinc.com to Buyer. Seller will also reasonably cooperate with Buyer and the applicable registrar of Ramardinc.com to facilitate the filing and processing of all forms and other formalities (including, without limitation, changing passwords, usernames, and Internet Protocol (IP) addresses) necessary to complete the transfer of the registration of Ramardinc.com.

4. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned IP. All capitalized terms used in this IP Assignment but not otherwise defined herein are given the meanings set forth in the Purchase Agreement. The terms of the Purchase Agreement are incorporated herein by this reference. This IP Assignment will, in all respects, be subject to the Purchase Agreement, including, without limitation, Article IX of the Purchase Agreement. Without limiting the generality of the immediately foregoing sentence, Article IX of the Purchase Agreement will apply to this IP Assignment, *mutatis mutandis*. The representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

5. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this IP 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 IP Assignment.

6. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

7. Governing Law. This IP 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 IP 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).

**[SIGNATURE PAGE FOLLOWS]**

Seller has duly executed and delivered this IP Assignment as of the Closing Date.

RAMARD, INC.

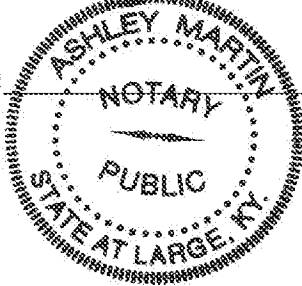
By: *Gary Jeffery Ramey*  
Gary Jeffery Ramey, President

ACKNOWLEDGMENT

STATE OF KENTUCKY        )  
  ) ss.  
COUNTY OF *Fayette*        )

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this *07<sup>th</sup>* day of *April*, 2021, by Gary Jeffery Ramey, the President of Ramard, Inc., a Florida corporation, who  is personally known to me or who  has produced \_\_\_\_\_ as identification.

*Ashley Martin ID# 629970*  
Notary Public - State of Kentucky

Notary Seal:  *Commission exp. August 25, 2023*

**Schedule 1**  
**Acquired IP**

Work Mark: Ramard; Serial Number: 86907398; Registration Number: 5048915



Work Mark: Ramard; Serial Number: 86907392; Registration Number: 5048914

**RAMARD**