

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM677394

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Health Communications, Inc.		09/23/2021	Corporation: VIRGINIA
RECEIVING PARTY DATA			
Name:	360training.com, Inc.		
Street Address:	5000 Plaza on the Lake, Suite 305		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78746		
Entity Type:	Corporation: TEXAS		
PROPERTY NUMBERS Total: 31			
Property Type	Number	Word Mark	
Serial Number:	73763317	TIPS	
Serial Number:	78317730	ASSET ALCOHOL SALES/SERVICE EDUCATIONAL	
Serial Number:	78318429	TIPS	
Serial Number:	85143837	HCI	
Serial Number:	85143843	HCI	
Serial Number:	85143847	TIPS	
Serial Number:	85143849	TIPS	
Serial Number:	85143853	ETIPS	
Serial Number:	85143854	ETIPS	
Serial Number:	85143856	1-800-GET-TIPS	
Serial Number:	85143870	COMPLIANCE SOLUTIONS	
Serial Number:	85143871	COMPLIANCE SOLUTIONS	
Serial Number:	85174937	TIPS FOR CONCESSIONS	
Serial Number:	85174964	TIPS FOR SOCIAL FUNCTION	
Serial Number:	85174982	TIPS FOR PARENTS	
Serial Number:	85174971	TIPS FOR THE UNIVERSITY	
Serial Number:	85143861	CAST CERTIFIED ALCOHOL SALES TRAINING	
Serial Number:	85143867	CAST	
Serial Number:	85174912	TIPS FOR OFF PREMISE	

CH \$790.00 73763317

Property Type	Number	Word Mark
Serial Number:	85143859	+ ASSET ALCOHOL SALES/SERVICE EDUCATIONA
Serial Number:	85143864	ASSET
Serial Number:	85174854	TRAINING FOR INTERVENTION PROCEDURES BYS
Serial Number:	85174871	TIPS TRAINING FOR INTERVENTION PROCEDURE
Serial Number:	85174888	THE TIPS TRAINING PROGRAM
Serial Number:	85143840	HEALTH COMMUNICATIONS
Serial Number:	85682781	TIPS FOR SENIORS
Serial Number:	85174903	TIPS FOR ON PREMISE
Serial Number:	85678287	CERTIFICATION MANAGER
Serial Number:	85143834	HCI HEALTH COMMUNICATIONS INC.
Serial Number:	85174978	TIPS FOR THE WORKPLACE
Serial Number:	85678274	TIPS CERTIFICATION MANAGER

CORRESPONDENCE DATA

Fax Number: 5128538801

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: 512-853-8800

Email: dkgpto@intprop.com

Correspondent Name: Dwayne K. Goetzel

Address Line 1: 1120 S Cap of TX Hwy., Bldg. 2, Ste. 300

Address Line 4: Austin, TEXAS 78746

NAME OF SUBMITTER:	Dwayne K. Goetzel
SIGNATURE:	/Dwayne K. Goetzel/
DATE SIGNED:	09/28/2021

Total Attachments: 8

source=IP Assignment#page1.tif

source=IP Assignment#page2.tif

source=IP Assignment#page3.tif

source=IP Assignment#page4.tif

source=IP Assignment#page5.tif

source=IP Assignment#page6.tif

source=IP Assignment#page7.tif

source=IP Assignment#page8.tif

INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this “*IP Assignment*”), dated as of September 23, 2021, is made by Health Communications, Inc., a Virginia corporation (“*Seller*”), in favor of 360training.com, Inc., a Texas corporation (“*Buyer*”), the purchaser of certain assets of Seller pursuant to the Asset Purchase Agreement, by and among Buyer, Seller, and Adam Chafetz, dated on or about the date hereof (the “*Asset Purchase Agreement*”).

WHEREAS, under the terms of the Asset 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, in necessary, with the United States Patent and Trademark Office, the United States Copyright Office, and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the parties agree 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 patents and patent applications, if any, set forth on Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof (the “*Patents*”);

(b) the trademark registrations and applications, if any, set forth on Schedule 2 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; provided that, with respect to the United States intent-to-use trademark applications, if any, set forth on Schedule 2 hereto, the transfer of such applications accompanies, pursuant to the Asset Purchase Agreement, the transfer of Seller’s business, or that portion of the business to which the trademark pertains, and that business is ongoing and existing;

(c) the copyright registrations, applications for registration, and exclusive copyright licenses, if any, set forth on Schedule 3 hereto and all issuances, extensions, and renewals thereof (the “*Copyrights*”);

(d) 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;

(e) 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 other than any Accounts Receivable (as such term is defined in the Asset Purchase Agreement) which are being retained by the Seller; and

(f) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, 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, the Commissioner for Trademarks in the United States Patent and Trademark Office, the Register of Copyrights in the United States Copyright Office, and the officials of corresponding entities or agencies in

any applicable jurisdictions to record and register this IP Assignment upon request by Buyer. Following the date hereof, upon Buyer's reasonable request, Seller shall take such steps and actions, and provide such 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. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Asset 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. The representations, warranties, covenants, agreements, and indemnities contained in the Asset 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 Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. 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.

5. 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 assigns.

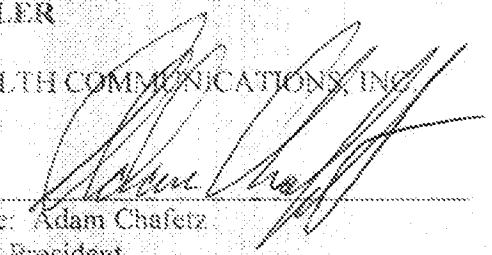
6. Governing Law. This IP Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Texas, without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction).

[Signature Page Follows]

IN WITNESS WHEREOF, the Seller has caused this IP Assignment to be executed as of the date first written above by their respective officers thereunto duly authorized.

SELLER

HEALTH COMMUNICATIONS, INC.

By: 
Name: Adam Chafetz
Title: President

Acknowledged and Accepted:

BUYER

360TRAINING.COM, INC

By: _____
Name: Tom Anderson
Title: Chief Executive Officer

IN WITNESS WHEREOF, the Seller has caused this IP Assignment to be executed as of the date first written above by their respective officers thereunto duly authorized.

SELLER

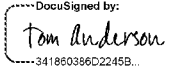
HEALTH COMMUNICATIONS, INC.

By: _____
Name: Adam Chafetz
Title: President





Acknowledged and Accepted:

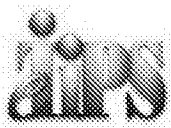


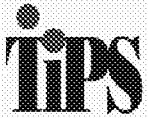
BUYER

360TRAINING.COM, INC

By:  _____
Name: Tom Anderson
Title: Chief Executive Officer

**Schedule 2
Trademarks**

Trademark	Jurisdiction	Application Number	Registration Number	Registration Date	Status
	United States of America	85143859	4368921	16 Jul 2013	Registered
1-800-GET-TIPS	United States of America	85143856	4055077	15 Nov 2011	Registered
ASSET	United States of America	85143864	4372896	23 Jul 2013	Registered
	United States of America	78317730	2910879	14 Dec 2004	Registered
CAST	United States of America	85143867	4365088	09 Jul 2013	Registered
	United States of America	85143861	4365087	09 Jul 2013	Registered
CERTIFICATION MANAGER	United States of America	85678287	4479150	04 Feb 2014	Registered
COMPLIANCE SOLUTIONS	United States of America	85143871	4294120	26 Feb 2013	Registered
	United States of America	85143870	4055078	15 Nov 2011	Registered

ETIPS	United States of America	85143854	4055076	15 Nov 2011	Registered
	United States of America	85143853	4055075	15 Nov 2011	Registered
HCI	United States of America	85143843	4051870	08 Nov 2011	Registered
	United States of America	85143837	4051869	08 Nov 2011	Registered
	United States of America	85143834	4493197	11 Mar 2014	Registered
HCI/TIPS	New Hampshire				Registered
HEALTH COMMUNICATIONS	United States of America	85143840	4434566	19 Nov 2013	Registered
THE TIPS TRAINING PROGRAM	United States of America	85174888	4390269	27 Aug 2013	Registered
TIPS	Canada	0633712	TMA370778	13 Jul 1990	Registered
	United States of America	85143847	4055073	15 Nov 2011	Registered

	United States of America	78318429	3044412	17 Jan 2006	Registered
TIPS	United States of America	73763317	1551735	15 Aug 1989	Registered
TIPS	United States of America	85143849	4055074	15 Nov 2011	Registered
TIPS CERTIFICATION MANAGER	United States of America	85678274	4549956	17 Jun 2014	Registered
TIPS FOR CONCESSIONS	United States of America	85174937	4301808	12 Mar 2013	Registered
TIPS FOR OFF PREMISE	United States of America	85174912	4366629	16 Jul 2013	Registered
TIPS FOR ON PREMISE	United States of America	85174903	4453094	24 Dec 2013	Registered
TIPS FOR PARENTS	United States of America	85174982	4301811	12 Mar 2013	Registered
TIPS FOR SENIORS	United States of America	85682781	4441093	26 Nov 2013	Registered
TIPS FOR SOCIAL FUNCTION	United States of America	85174964	4301810	12 Mar 2013	Registered
TIPS FOR THE UNIVERSITY	United States of America	85174971	4309512	26 Mar 2013	Registered

TIPS FOR THE WORKPLACE	United States of America	85174978	4502034	25 Mar 2014	Registered
TIPS TRAINING FOR INTERVENTION PROCEDURES	United States of America	85174871	4390268	27 Aug 2013	Registered
TRAINING FOR INTERVENTION PROCEDURES BY SERVERS OF ALCOHOL TIPS	United States of America	85174854	4390267	27 Aug 2013	Registered