

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM678155

<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>
The Safe Group, Inc.		05/22/2020	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Safe Health Systems, Inc.		
<b>Street Address:</b>	5455 Wilshire Blvd.		
<b>Internal Address:</b>	Suite 1260		
<b>City:</b>	Los Angeles		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90036		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5297209	SAFE	
<b>Registration Number:</b>	5722953	SAFE APP	
<b>Registration Number:</b>	5722952	SAFE HEALTH	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	310-295-0141		
<b>Email:</b>	admin@safehealth.me		
<b>Correspondent Name:</b>	Ken Mayer		
<b>Address Line 1:</b>	841 S. Cloverdale Avenue		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90036		
<b>ATTORNEY DOCKET NUMBER:</b>	134626-00001		
<b>NAME OF SUBMITTER:</b>	Susan Okin Goldsmith		
<b>SIGNATURE:</b>	/Susan Goldsmith/		
<b>DATE SIGNED:</b>	09/30/2021		
<b>Total Attachments: 4</b>			
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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“**IP Assignment**”), dated as of May 22, 2020, is made by The Safe Group, Inc. (“**Assignor**”), a Delaware corporation, located at 5455 Wilshire Blvd., Ste. 1260, Los Angeles, CA 90036, Los Angeles, CA 90036, in favor of Safe Health Systems, Inc. (“**Assignee**”), a Delaware corporation, located at 5455 Wilshire Blvd., Ste. 1260, Los Angeles, CA 90036, the transferee of certain assets of Assignor pursuant to a Contribution Agreement between Assignor and Assignee, dated as of May 22, 2020 (the “**Contribution Agreement**”).

WHEREAS, under the terms of the Contribution Agreement, Assignor has conveyed, transferred and assigned to Assignee certain intellectual property of Assignor, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark 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, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the following (collectively, 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 Assignor 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 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. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Assignee. Following the date hereof, upon Assignee's reasonable request, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee 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 Assignee, or any assignee or successor thereto.

3. Terms of the Contribution Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Contribution Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the Contribution 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 Contribution Agreement and the terms hereof, the terms of the Contribution 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 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]

IN WITNESS WHEREOF, Assignor has duly executed and delivered this IP Assignment as of the date first above written.

THE SAFE GROUP, INC.

By:   
98D39F480814438...

Charles Sims  
Interim Chief Executive  
Officer, Board Member

5455 Wilshire Blvd., Ste. 1260  
Los Angeles, CA 10036

**SCHEDULE 1**  
**ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS**

**Trademark Registrations**

<b>Mark</b>	<b>Registration Number</b>	<b>Registration Date</b>
SAFE	5,297,209	9/26/2017
SAFE App	5,722,953	4/9/2019
SAFE Health	5,722,952	4/9/2019