

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM691042

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Medicom Digital, Inc.		11/24/2021	Corporation: MINNESOTA
RECEIVING PARTY DATA			
Name:	Medicom Health, LLC		
Street Address:	16417 Cornwall Lane		
City:	Lakewood Ranch		
State/Country:	FLORIDA		
Postal Code:	34202		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5087241	MEDICOM HEALTH	
Registration Number:	5100967	MEDICOM HEALTH INTERACTIVE	
CORRESPONDENCE DATA			
Fax Number:	2149813400		
<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>			
Phone:	214-981-3483		
Email:	dclark@sidley.com		
Correspondent Name:	Dusan Clark, Esq.		
Address Line 1:	Sidley Austin LLP		
Address Line 2:	2021 McKinney Ave., Suite 2000		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	71683-10020		
NAME OF SUBMITTER:	Dusan Clark		
SIGNATURE:	/Dusan Clark/		
DATE SIGNED:	11/29/2021		
Total Attachments: 6			
source=Medicom - IP Assignment Agreement#page1.tif			
source=Medicom - IP Assignment Agreement#page2.tif			
source=Medicom - IP Assignment Agreement#page3.tif			

CH \$65.00 5087241

source=Medicom - IP Assignment Agreement#page4.tif

source=Medicom - IP Assignment Agreement#page5.tif

source=Medicom - IP Assignment Agreement#page6.tif

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Assignment") is dated as of November 24, 2021 by Medicom Digital, Inc., a Minnesota corporation (the "Assignor") in favor of Medicom Health, LLC, a Delaware limited liability company (the "Assignee").

PRELIMINARY STATEMENTS

A. Assignor owns certain intellectual property as set forth on the attached Schedules A and B (collectively, the "Assigned IP").

B. Pursuant to that certain Asset Purchase Agreement (the "Purchase Agreement"), dated as of the date hereof among Assignor, Assignee and the other parties thereto, Assignor agreed to sell, convey, transfer and assign all right, title and interest to the Assigned IP to Assignee, and agreed to execute and deliver this Assignment, for recording with the United States Patent and Trademark Office, the United States Copyright Office and corresponding entities or agencies in any applicable jurisdictions. Capitalized terms used but not otherwise defined in this Assignment shall have the same meanings ascribed to such terms in the Purchase Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing and the mutual agreements and covenants contained in this Agreement and the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment of Trademarks. Effective as of the date hereof, and pursuant to the Purchase Agreement, Assignor hereby sells, transfers, conveys, assigns and delivers to Assignee, and Assignee hereby accepts all right, title and interest (free and clear of all Liens) in and to (a) the trademarks and trademark applications set forth in Schedule A hereto, together with the goodwill of the business symbolized thereby; (b) all renewals and extensions of any such application, registration and filing; (c) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (d) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; (e) all rights corresponding to any of the foregoing throughout the world; and (f) the right to assign the rights conveyed herein, the same to be held and enjoyed by Assignee for its own use and benefit, and for the benefit of its successors, assigns, and legal representatives (collectively, the "Assigned Trademarks").

2. Assignment of Patents. Effective as of the date hereof, and pursuant to the Purchase Agreement, Assignor hereby sells, transfers, conveys, assigns and delivers to Assignee, and Assignee accepts all right, title and interest (free and clear of all Liens) in and to (a) the patents and patent applications set forth in Schedule B hereto, together with the goodwill of the business symbolized thereby; (b) all renewals and extensions of any such application,

registration and filing; (c) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (d) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; (e) all rights corresponding to any of the foregoing throughout the world; and (f) the right to assign the rights conveyed herein, the same to be held and enjoyed by Assignee for its own use and benefit, and for the benefit of its successors, assigns, and legal representatives (collectively, the "Assigned Patents").

3. Further Assurances. Assignor and Assignee, as applicable, shall, from time to time after the delivery of this Assignment, upon the reasonable request of any other party hereto and without further consideration, execute and deliver such other consents, assignments and assurances reasonably necessary to more effectively consummate, confirm or evidence the assignment to and acceptance by Assignee of the Assigned IP as contemplated under the Purchase Agreement.

4. Conflict with the Purchase Agreement. This Assignment is subject to and controlled by the terms of the Purchase Agreement, including all of the representations, warranties, covenants, indemnities and agreements set forth in the Purchase Agreement. In the event of a conflict between the terms and conditions of this Assignment and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall govern, supersede and prevail. Notwithstanding anything to the contrary in this Assignment, nothing herein is intended to, nor shall it, extend, amplify, or otherwise alter the representations, warranties, covenants and obligations of the parties contained in the Purchase Agreement or the survival thereof. Except as expressly set forth in this Assignment or in the Purchase Agreement, neither Assignor nor Assignee makes any other covenant, representation or warranty regarding the Assigned IP. The parties intend that this Assignment is for recordation purposes only and its terms shall not modify the applicable terms and conditions of the Purchase Agreement.

5. Successors. This Assignment shall inure to the benefit of and is binding upon the respective successors and assigns of the Assignors and Assignees.

6. Governing Law. This Assignment shall be governed by, and construed in accordance with (a) the laws of the United States, in respect to trademark, patent and copyright issues, and (b) in all other respects, including as to validity (except for patent, trademark and copyright issues), interpretation and effect, by the laws of the State of Delaware without giving effect to the conflict of laws rules thereof.

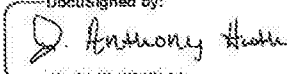
7. Counterparts. This Assignment may be executed in separate counterparts, each of which is deemed to be an original and all of which taken together constitute one and the same agreement.

[Signature Page to Follow]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed effective as of the date hereof.

ASSIGNOR:

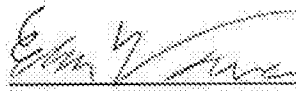
Medicom Digital, Inc.

DocuSigned by:

By: _____
Name: J. Anthony Huh
Title: Chief Executive Officer

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed effective as of the Effective Time.

ASSIGNEE:

Medicom Health, LLC

By: 
Name: Eric C. Fencer
Title: Vice President + Secretary

Schedule A - Trademarks

Trademarks:

1. Medicom Health (#5087241)
2. Medicom Health Interactive (#5100967)

Common Law Trademarks:

3. Evalia
4. Evalia & Design
5. Medicom Health Assessments
6. Medicom Health Assistant

Schedule B – Patents

1. U.S. Patent Application Serial No. 62/903,472, filed September 20, 2019, entitled INTEGRATED PRESCRIPTION OFFER PROGRAM AND APPARATUS.
2. U.S. Patent Application Serial No. 16/997,628, filed August 19, 2020, entitled INTEGRATED PRESCRIPTION OFFER PROGRAM AND APPARATUS.

Signature Page - IP Assignment Agreement

274700275v.1

RECORDED: 11/29/2021

TRADEMARK
REEL: 007509 FRAME: 0054