

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM715357

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Coexistence Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Geisinger Clinic		12/20/2021	Corporation: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	Surely Health, Inc.		
Doing Business As:	Season		
Street Address:	1126 Salina Street		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78702		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	6316922	FRESH FOOD FARMACY	
Registration Number:	6316921	FRESH FOOD FARMACY	
Registration Number:	6146577	FRESH FOOD FARMACY	
Registration Number:	6146575	FRESH FOOD FARMACY	
Registration Number:	5573434	FRESH FOOD FARMACY	
Serial Number:	90595891	DIGITAL FOOD FARMACY	
CORRESPONDENCE DATA			
Fax Number:	2123715500		
<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:	2122093044		
Email:	rclarida@reitlerlaw.com		
Correspondent Name:	Robert Clarida		
Address Line 1:	885 THIRD AVE.		
Address Line 2:	20th Floor		
Address Line 4:	New York, NEW YORK 10022		
NAME OF SUBMITTER:	Robert Clarida		
SIGNATURE:	/robert clarida/		
DATE SIGNED:	03/18/2022		

OP \$165.00 6316922

Total Attachments: 6

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Confidential Trademark Coexistence Agreement

This trademark coexistence agreement (“Agreement”) is made and entered into by and between Surely Health, Inc. (“Season”), a Delaware corporation located at 1126 Salina St., Austin, TX 78702 and Geisinger Clinic (“Geisinger”), a Pennsylvania not-for-profit corporation located at 100 North Academy Avenue, Danville, PA 17822 (collectively, the “Parties”).

WHEREAS, Season currently owns the following application in the United States for the mark DIGITAL FOOD FARMACY (U.S. Serial No. 90595891) for “providing nutritional information by means of an online computer network” (the “Season Mark”);

WHEREAS, Geisinger owns the following registrations in the United States for the mark FRESH FOOD FARMACY:

- (i) Registration No. 6316922 – Retail store services featuring foods for persons living with diabetes or pre-diabetes;
- (ii) Registration No. 6316921 – Providing on-line non-downloadable software, namely, software for the function of providing personalized healthy eating and wellness diet planning and providing information in the field of diabetes;
- (iii) Registration No. 6146577 – Providing information in the field of diabetes; Providing health information in the field of diabetes prevention; Dietitian services, namely, providing information and consulting in the field of diabetes; Disease management programs in the field of diabetes; healthcare services, namely, disease management programs for people with diabetes; providing personalized healthy eating and wellness diet planning;

- (iv) Registration No. 6146575 - Charitable services, providing food to needy persons; Charitable services, namely, coordination of the procurement and distribution of food donations from manufacturers, wholesalers, retailers, and government agencies to organizations providing free food to needy people;
- (v) Registration No. 5573434 – Providing healthy food to people with diet responsive medical conditions, namely, diabetes, prediabetes, obesity, coronary artery disease, and congestive heart failure;

(collectively, the “Geisinger Marks”); and

WHEREAS, the Parties wish to clarify the extent of use of their respective marks, and both Parties desire to avoid future disputes between the Parties regarding the respective trademarks, and to avoid any likelihood of confusion as to the source of the Parties’ goods and services and any perception of authorization by, or affiliation between the Parties.

NOW THEREFORE, in consideration of the mutual promises, covenants, and agreements contained herein, the Parties agree as follows:

1. The preamble shall form part of this Agreement.
2. Geisinger consents to the use by Season and the authorized licensees of Season of the Season Mark for use in the operation of its business, including but not limited to, the operation of a digital platform over which it provides nutritional information to patients and access to service providers who can fill such patients’ nutritional needs (as the same may evolve over time, the “Season Business”), and shall not, itself and/or assist others to, contest, oppose, seek to cancel, or challenge Season’s application, registration or use of the Season Mark in connection with the Season Business.

3. Season will not itself and will not assist others in opposing or seeking to cancel any of Geisinger's registrations for the Geisinger Marks, or any other trademark registration or application throughout the world that may be owned and/or filed by Geisinger or its successors or assigns based on any use of the mark FRESH FOOD FARMACY.
4. Geisinger agrees that Season may expand the use of the Season Mark or any component thereof to any other use, anywhere in the world.
5. Season agrees that Geisinger may expand use of the Geisinger Marks or any component thereof to any other use, anywhere in the world.
6. The parties acknowledge that the use of the Season Marks on or in connection with the Season Business, and of the Geisinger Marks on or in connection with the Geisinger Business, is not likely to cause confusion, deception, or mistake on the part of the purchasing public. Should the need arise, the Parties will cooperate by (a) taking reasonably necessary steps to prevent the possibility of customer confusion arising in the future concerning the Season and Geisinger Marks and (b) preparing and filing such further documents as may reasonably be necessary or expedient in connection with the domestic or foreign registration of the Season Marks or the Geisinger Marks.
7. This Agreement shall be binding on and shall inure to the benefit of the Parties hereto, and their respective successors (including successors in ownership of the marks at issue), assigns, licensors, licensees, subsidiaries, affiliates, agents, servants and employees, and any entity owned or controlled by either of them.
8. Each of the Parties hereto acknowledges that:

- (i) such party has been represented in the negotiations for and in preparation and/or review of this Agreement by counsel of their respective choosing;
 - (ii) such party has read and understands this Agreement;
 - (iii) such party has had this Agreement fully explained to that party by such counsel;
and
 - (iv) such party is fully aware of the contents of this Agreement and its legal effect.
9. The Parties each represent and warrant that the officer or agent who executes this Agreement on its behalf has full right, power, and authority to enter this Agreement and shall have the full right and power to perform the obligations of the Agreement on its behalf.
10. If any provision of this Agreement is found to be invalid and/or enforceable, any such provision(s) shall be stricken and all remaining provisions of the Agreement shall remain in full force and effect.
11. This Agreement shall be deemed to have been entered into and shall be construed and enforced in accordance with the laws of the State of Pennsylvania as applied to contracts made and to be performed entirely within the State of Pennsylvania and without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than the State of Pennsylvania.
12. The provisions of this Agreement and all preceding communications regarding compromise and settlement shall be held in the strictest confidence by the Parties and their attorneys, and shall not be publicized or disclosed in any manner whatsoever, other than as necessary to carry out its provisions. Notwithstanding the foregoing restrictions, the Parties may

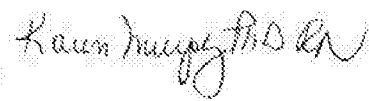
respond to inquiries regarding the matters covered by and related to this Agreement by stating that all such matters have been resolved to the satisfaction of the Parties. In addition, the parties may confidentially disclose this Agreement as necessary to officers, directors, partners, employees, attorneys, accountants and auditors, and as otherwise necessary to fulfill standard or legally required corporate reporting or disclosure requirements and the Parties may disclose this Agreement insofar as such disclosure may be necessary to enforce its terms or as otherwise required by law.

13. The Parties shall bear their own attorneys' fees and costs.
14. The provisions, terms, and conditions of this Agreement represent the entire agreement of the Parties with respect to the subject matter hereof and supersede any prior agreement. No amendment to this Agreement shall be effective unless it is contained in a writing signed by each of the Parties specifically referencing this Agreement.
15. This Agreement may be signed in multiple copies, and each copy shall be considered an original for all purposes.

IN WITNESS THEREOF, the Parties hereto have caused this Agreement to be executed on the dates indicated below.

For And On Behalf Of
GEISINGER CLINIC

For And On Behalf Of
SURELY HEALTH, INC. (DBA SEASON)

By: 

By: 

Print Name: Karen Murphy

Print Name: Josh Hix

Title: Authorized Signor

Title: CEO

Date: December 20, 2021

Dated: December 20, 2021