

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM722312

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MMM Holdings, LLC		06/29/2021	Limited Liability Company: PUERTO RICO
RECEIVING PARTY DATA			
Name:	MMM of Florida Healthcare Management, LLC		
Street Address:	44 S. Broadway, First Floor		
City:	White Plains		
State/Country:	NEW YORK		
Postal Code:	10601		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	90419664	ACHIEVE MAS	
Serial Number:	90418983	ACHIEVE MAS RX	
Serial Number:	90615142	VIVAMAS	
Serial Number:	90419122	VIVAMÁS MEDICAL CENTERS	
CORRESPONDENCE DATA			
Fax Number:	2124464900		
<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>			
Email:	susan.zablocki@kirkland.com		
Correspondent Name:	Susan Zablocki		
Address Line 1:	Kirkland & Ellis LLP		
Address Line 2:	601 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	48322-6		
NAME OF SUBMITTER:	SUSAN ZABLOCKI		
SIGNATURE:	/susan zablocki/		
DATE SIGNED:	04/19/2022		
Total Attachments: 4			
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Trademark Assignment Agreement

This Trademark Assignment Agreement ("Assignment"), dated as of June 29, 2021, is entered into by and between MMM Holdings, LLC, a Puerto Rico Limited Liability Company ("Assignor"), with a principal place of business at 350 Chardón Avenue, Suite 500, San Juan 00918 Puerto Rico, and MMM of Florida Healthcare Management, LLC, a Delaware limited liability company ("Assignee"), with a principal place of business at 44 S. Broadway, First Floor, White Plains, NY 10601, each individually referred to as a "Party" and collectively referred to as the "Parties."

RECITALS

Whereas, Assignor is the owner of the common law trademarks, trade names, domain names, corporate identifiers, intent-to-use applications, and other registrations or applications related to the trademarks listed on Schedule I, attached hereto, together with the goodwill of the business associated therewith (collectively referred to as the "Assigned Marks"), and

Whereas, Assignee, the successor of Assignor's ongoing and existing business, or portion thereof, to which the Assigned Marks pertain, is desirous of acquiring the full right, title and interest in, to and under the Assigned Marks and the goodwill accrued in connection and associated therewith.

Now, Therefore, in consideration of the foregoing and the mutual promises, covenants and conditions contained herein, the sum of ten dollars (\$10.00) paid by Assignee to Assignor, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto, intending to be legally bound, hereby agree as follows:

Section 1. Assignment. In connection with the conveyance of those business assets to which the trademarks pertain, Assignor does hereby assign, transfer, convey and set over unto Assignee its full right, title and interest, including common law rights, in the United States of America and around the world, in, to and under the Assigned Marks, together with the goodwill of the business symbolized by said Assigned Marks, and applications and registrations thereof, any renewal rights therein, that portion of the business which is ongoing and existing to which the trademarks pertain, and the exclusive right to enforce the Assigned Marks in the United States and around the world in the sole name of Assignee, its successors and assigns; the aforesaid transferred rights, title and interests to be held and enjoyed by Assignee, its successors, legal representatives and assigns as fully and entirely as the same would have been held and enjoyed by Assignor had this assignment not been made. The Assigned Marks are provided "AS IS" without any warranty of any kind, and all such warranties are hereby expressly disclaimed by Assignor.

Section 2. Counterparts. This Assignment Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute a single agreement.

Section 3. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware.

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Section 4. Entire Agreement. This Agreement and all other agreements, exhibits, and schedules referred to in this Agreement constitute(s) the final, complete, and exclusive statement of the terms of the agreement between the Parties pertaining to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings or agreements of the Parties. This Agreement may not be contradicted by evidence of any prior or contemporaneous statements or agreements. No Party has been induced to enter into this Agreement by, nor is any Party relying on, any representation, understanding, agreement, commitment or warranty outside those expressly set forth in this Agreement.

In Witness Whereof, the Parties hereto, intending to be legally bound thereby, have executed this Assignment by their duly respective officers as of the date first written above.

MMM HOLDINGS, LLC

By:

Jay Wagner

Name: Jay H. Wagner

Title: Manager

MMM OF FLORIDA HEALTHCARE MANAGEMENT, LLC

By:

Tony Mazzorana

Tony Mazzorana (Apr 5, 2022 11:25 EDT)


Name: Tony Mazzorana

Title: COO of MMM of Florida Healthcare Management, LLC

Schedule 1

Assigned Marks

Intent-To-Use Applications

Trademark App No (SN)	Status Status Date	Goods/Services
ACHIEVE MAS SN: 90419664	Filed: December 28, 2020	Int'l Class: 35 over-the-counter (OTC) fulfillment services for healthcare plan members; retail pharmacy services
ACHIEVE MAS RX SN: 90418983	Filed: December 28, 2020	Int'l Class: 35 prescription fulfillment services for healthcare plan members; retail pharmacy services
VIVAMAS SN: 90615142	Filed: March 31, 2021	Int'l Class: 42 medical laboratory services Int'l Class: 44 healthcare services; medical clinic services; medical testing for treatment or diagnostic purposes; hearing testing; vision testing; immunization and vaccination services; providing information in the field of health
VIVAMÁS MEDICAL CENTERS and Design  VivaMás Medical Centers SN: 90419122	Filed: December 28, 2020	Int'l Class: 42 medical laboratory services Int'l Class: 44 healthcare services; medical clinic services; medical testing for treatment or diagnostic purposes; hearing testing; vision testing; immunization and vaccination services; providing information in the field of health

Common Law Trademarks

ACHIEVE MAS

VIVAMAS