

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM728837

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
American Micro Company		05/16/2022	Corporation: MISSOURI
RECEIVING PARTY DATA			
Name:	Vital Holdings, LLC		
Street Address:	5384 Poplar Ave., Suite 500		
City:	Memphis		
State/Country:	TENNESSEE		
Postal Code:	38119		
Entity Type:	Limited Liability Company: TENNESSEE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2052333	AMERICAN MICRO	
CORRESPONDENCE DATA			
Fax Number:	3125548015		
<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:	(312) 554-8000		
Email:	bjs@pattishall.com, kep@pattishall.com		
Correspondent Name:	Belinda J. Scrimenti		
Address Line 1:	200 South Wacker Drive, Suite 2900		
Address Line 4:	Chicago, ILLINOIS 60606-5896		
ATTORNEY DOCKET NUMBER:	2652-00-022		
NAME OF SUBMITTER:	Belinda J. Scrimenti		
SIGNATURE:	/Belinda J. Scrimenti/		
DATE SIGNED:	05/18/2022		
Total Attachments: 3			
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is effective as of May 16, 2022 (the "Effective Date"), by and between American Micro Company, a Missouri corporation, with an address of 1933 Troost Avenue, Kansas City, Missouri 64108 (the "Assignor"), and Vital Holdings, LLC, a Tennessee limited liability company, with an address of 5384 Poplar Ave., Suite 500, Memphis, Tennessee 38119 (the "Assignee").

WHEREAS, Assignor has adopted, used, and is using the trademark AMERICAN MICRO, which is registered with the U.S. Patent and Trademark Office under Reg. No. 2,052,333 (the "Mark");

WHEREAS, Assignor wishes to assign the Mark and the registration to Assignee; and

WHEREAS, Assignee is desirous of acquiring said Mark and the registration therefor.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby transfers, conveys, assigns, sets over and delivers to Assignee, and Assignee hereby accepts, all rights, title, and interests in and to the Mark and its registration, throughout the world, together with the goodwill of the business symbolized by the Mark, and the application therefor, including without limitation, any and all causes of action and other rights assertable under the Mark, the right to sue third parties for past, present, and future infringement of or improper activities regarding the Mark, the right to assume any licenses connected with the Mark, and the right to enjoy all of the monetary benefits obtained as a result of any litigation, the same to be held and enjoyed by Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

This Assignment shall in all respects be construed in accordance with and governed by the laws of the State of Delaware, disregarding conflict of laws principles. This Assignment may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Notwithstanding anything to the contrary herein, Assignor is executing and delivering this Assignment in accordance with and subject to all the terms, provisions and limitations set forth in that certain Asset Purchase Agreement dated as of May 5, 2022, by and among Assignor, Assignee, Karen M. Zecy and Mark A. Zecy (the "Purchase Agreement"). Nothing in this Agreement shall alter any liability or obligation of the Assignor or the Assignee arising under the Purchase Agreement. If there is any conflict between the terms of this Assignment and the Purchase Agreement, the terms and provisions of the Purchase Agreement shall govern and control.

[The remainder of this page intentionally left blank; signature page(s) follow.]

IN WITNESS WHEREOF, Assignor and Assignee have each caused this Assignment to be executed by their duly authorized representatives effective as of the Effective Date.

Assignor: AMERICAN MICRO COMPANY

By: Mark A. Zilly
Name: MARK A ZILLY
Title: CEO

Assignee: VITAL HOLDINGS, LLC

By: VRC COMPANIES, LLC, its sole member

By: _____
Name: Frederick D. Palo
Title: Chief Executive Officer

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IN WITNESS WHEREOF, Assignor and Assignee have each caused this Assignment to be executed by their duly authorized representatives effective as of the Effective Date.

Assignor: AMERICAN MICRO COMPANY

By: _____

Name: _____

Title: _____

Assignee: VITAL HOLDINGS, LLC

By: VRC COMPANIES, LLC, its sole member

By:  _____

Name: Frederick D. Palo

Title: Chief Executive Officer

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