

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM733130

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Daysmart Software, LLC		06/06/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	DaySmart Holdings, LLC		
Street Address:	3520 Green Court		
Internal Address:	Ste 250		
City:	Ann Arbor		
State/Country:	MICHIGAN		
Postal Code:	48105		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	5787711		
Registration Number:	3060389	123PET	
Registration Number:	3082223	ORCHID MEDICAL SPA SOFTWARE	
Registration Number:	3770951	SALON IRIS	
Registration Number:	3993132	INKBOOK SOFTWARE	
Registration Number:	4093728	DAY SMART SOFTWARE	
Registration Number:	5787713	INKBOOK SOFTWARE	
Registration Number:	5508652	INKBOOK SOFTWARE	
Registration Number:	5787715	IB	
Registration Number:	3102273	ORCHID MEDICAL SPA SOFTWARE	
Registration Number:	5787712		
Registration Number:	3057875	123PET SOFTWARE	
Registration Number:	5402574	DAYSMART	
Registration Number:	5787710	S	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Email: jgerben@gerbenlawfirm.com
Correspondent Name: Joshua M. Gerben
Address Line 1: 1050 CONNECTICUT AVE. NW
Address Line 2: SUITE 500
Address Line 4: Washington, D.C. 20036

NAME OF SUBMITTER:	Sophie Edbrooke, Authorized Attorney
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SIGNATURE:	/Sophie Edbrooke/
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DATE SIGNED:	06/08/2022
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Total Attachments: 2

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TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment") is made by and between DAYSMART SOFTWARE, LLC, a Delaware limited liability company ("Assignor"), and, DaySmart Holdings, LLC, a Delaware limited liability company with a business address of 3520 Green Court, Ste 250, Ann Arbor, MI 48105 US ("Assignee").

R E C I T A L S

WHEREAS, Assignor is the last listed owner of the trademark registration for the following federal trademark registrations:

Power Symbol Design (Reg. No. 5787711);
123PET (Reg. No. 3060389);
ORCHID MEDICAL SPA SOFTWARE Design (Reg. No. 3082223);
SALON IRIS (Reg. No. 3770951);
INKBOOK SOFTWARE (Reg. No. 3993132)
DAY SMART SOFTWARE Design (Reg. No. 4093728);
INKBOOK SOFTWARE Design (Reg. No. 5787713);
INKBOOK SOFTWARE Design (Reg. No. 5508652);
IB Design (Reg. No. 5787715);
S Design (Reg. No. 5787710);
ORCHID MEDICAL SPA SOFTWARE (Reg. No. 3102273)
Horizontal Line Design (Reg. No. 5787712);
123PET SOFTWARE Design (Reg. No. 3057875); and
DAYSMART (Reg. No. 5402574) (collectively referred to hereafter as the "Registrations"); and

WHEREAS, the Assignor's intention is to assign and transfer to Assignee all of its rights, titles, goodwill and interest in all previously mentioned Marks and associated Registrations (collectively referred to hereafter as the "Trademarks"); and

WHEREAS, Assignee is desirous of acquiring any and all rights that Assignor may have in and to the Trademarks, together with the goodwill of the business in connection with which the Trademarks are used and which is symbolized by the Trademarks, along with the right to recover for damages and profits for past infringements thereof;

NOW THEREFORE, in consideration of the foregoing recitals and mutual promises contained herein, Assignor and Assignee hereby agree as follows:

1. Assignment. Assignor does hereby assign and transfer to Assignee: (1) all the property, right, title and interest in and to the Trademarks including all common law rights connected therein together with the applications therefor for the United States and throughout the world together with the goodwill of the business in connection with which the Trademarks are used and which is symbolized by the Trademarks; (2) all income, royalties, and damages hereafter due or payable to Assignor with respect to the Trademarks, including without limitation, damages, and payments for past or future infringements and misappropriations of the Trademarks; and (3) all rights to sue for past, present and future infringements or misappropriations of the Trademarks.
2. Acceptance. Assignee hereby accepts the foregoing assignment.
3. Consideration. The consideration to be paid by Assignee for the assignment of the Trademarks shall be TEN DOLLARS (\$10.00).

Assignor and Assignee have executed this Agreement as of June 6, 2022 (date).

Assignor:

DAYSMART SOFTWARE, LLC

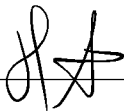
Signature: 

Printed Name: John Agostino

Title: CFO / COO

Assignee:

DaySmart Holdings, LLC

Signature: 

Printed Name: John Agostino

Title: CFO / COO