# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM740880

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

# **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Advanced Spine and Pain, LLC d/b/a Relievus		06/28/2022	Limited Liability Company: NEW JERSEY
DocuVitals, LLC		06/28/2022	Limited Liability Company: NEW JERSEY

## **RECEIVING PARTY DATA**

Name:	Pain Management Solutions, LLC			
Street Address:	116 Defense Highway, Suite 403			
City:	Annapolis			
State/Country:	MARYLAND			
Postal Code:	21401			
Entity Type:	Limited Liability Company: MARYLAND			

# **PROPERTY NUMBERS Total: 9**

Property Type	Number	Word Mark
Registration Number:	6036732	R
Registration Number:	6036733	R RENEWUS WE PROMOTE HEALTHY FUTURES
Registration Number:	4695477	RELIEVUS
Registration Number:	4692258	RELIEVUS
Registration Number:	6033586	RENEWUS
Registration Number:	4707374	
Registration Number:	6543279	D
Registration Number:	6543277	DOCUVITALS
Registration Number:	6543278	DOCUVITALS.COM

## CORRESPONDENCE DATA

Fax Number: 3129847700

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.

Phone: 312-372-2000

Email: jmikulina@mwe.com, kdelcoure@mwe.com,

ipdocketchicago@mwe.com

**Correspondent Name:** Jennifer M. Mikulina

Address Line 1: McDermott Will & Emery LLP

**TRADEMARK** 

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	444 West Lake Street, Suite 4000 Chicago, ILLINOIS 60606-0029			
ATTORNEY DOCKET NUMBER:	104948-0023			
NAME OF SUBMITTER:	Jennifer M. Mikulina			
SIGNATURE:	/Jennifer M. Mikulina/			
DATE SIGNED:	07/13/2022			
Total Attachments: 6				
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### TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "<u>Trademark Assignment</u>"), dated as of June 28, 2022, (the "<u>Effective Date</u>") is made by and between Advanced Spine and Pain, LLC d/b/a Relievus, a New Jersey limited liability company and DocuVitals, LLC, a New Jersey limited liability company (each an "<u>Assignor</u>," collectively the "<u>Assignors</u>") and Pain Management Solutions, LLC, a Maryland limited liability company ("<u>Assignee</u>").

NOW THEREFORE, the parties hereby agree as follows:

## **ARTICLE I**

- **Assignment.** For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignors hereby irrevocably convey, transfer and assign to Assignee, and Assignee hereby assumes, all of Assignors' right, title and interest in and to (i) the trademark registrations identified and set forth in Schedule A and all trademarks, trade names, logos, and graphics that are the subject thereof or that are variations of any of the foregoing, including without limitation, and all common law rights associated with the foregoing and (ii) all extensions and renewals thereof, in each case whether arising under the laws of the United States, any other country, or any treaty regime (collectively, items (i) and (ii) are referred to herein as the "Assigned Trademark Rights"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademark Rights. The preceding assignment further includes the right to any and all past, current, and future royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any of the Assigned Trademark Rights as well as any and all past, current, and future claims and causes of action against third parties arising from or with respect to any of the Assigned Trademark Rights, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, current and future infringement, dilution, misappropriation, violation, misuse, breach or default throughout the world, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages. Assignee hereby accepts all of the foregoing assignments, transfers and conveyances.
- 2. <u>Recordation and Further Actions</u>. Assignors hereby authorize the Commissioner for Trademarks in the United States Patent and Trademark Office and similar governmental and registration authorities to record and register this Trademark Assignment upon request by Assignee. Following the date hereof, Assignors shall take such reasonable and necessary steps and actions, and provide such reasonable and necessary cooperation and assistance to Assignee and its successors, assigns and legal representatives, including the

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execution and delivery of any affidavits, declarations, exhibits, assignments, or other documents, as may be reasonably necessary to effect, evidence or perfect the assignment of the Assigned Trademark Rights to Assignee, or any assignee or successor thereto as contemplated by this Trademark Assignment.

- 3. <u>Successors and Assigns</u>. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 4. <u>Third Party Beneficiaries</u>. Nothing in this Trademark Assignment is intended to or shall confer upon any person other than the parties and their respective successors and assigns, any rights, benefits, or remedies of any nature whatsoever under or by reason of this Trademark Assignment or any transaction contemplated by this Trademark Assignment.
- 5. <u>Governing Law</u>. This Trademark Assignment and the rights and obligations of the parties shall be governed by and shall be enforced and interpreted in accordance with the laws of Delaware without regard to conflicts of law doctrines.
- 6. <u>Counterparts</u>. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Copies (facsimile or original) of signatures to this Trademark Assignment shall be deemed to be originals and shall be binding to the same extent as original signatures.

[Signature page follows]

TRADEMARK REEL: 007785 FRAME: 0915 IN WITNESS WHEREOF, Assignors and Assignee have duly executed and delivered this Trademark Assignment as of the Effective Date.

# **ASSIGNORS**:

ADVANCED SPINE AND PAIN, LLC
D/B/A RELIEVUS
DocuSigned by:
By: Or. lu
Name: Young Lee, M.D.
Title: President and CEO

DOCUVITALS, LLC	
By: Or. W	
Name: Young Lee, M.D.	
Title: Member	

# **ASSIGNEE**:

PAIN MANAGEMENT SOLUTIONS, LLC

By:	
Name:	Damean Freas, M.D.
Title:	Chief Executive Officer

IN WITNESS WHEREOF, Assignors and Assignee have duly executed and delivered this Trademark Assignment as of the Effective Date.

**ASSIGNORS**:

ADVANCED SPINE AND PAIN, LLC D/B/A RELIEVUS
By:Name:
Title:
DOCUVITALS, LLC
By:
Name:
Title:
ASSIGNEE:
PAIN MANAGEMENT SOLUTIONS, LLC
<del></del>
DocuSigned by:
By: Damean Frea; Name: Damean Freas, M.D.
Name: Damean Freas, M.D.

Title: Chief Executive Officer

# Schedule A

Mark/Status	App. No./Reg. No.	Registration Date	Goods/Services (Full)	Owner/Company
R and Design	App. No.: 88625886 Reg. No.: 6036732	April 21, 2020	(Int'l Class(es) 44) Medical services; medical services in the field of wellness medicine, cosmetic medicine, and depression therapy; medical services, namely, wellness medicine, cosmetic medicine, and depression therapy services	Advanced Spine and Pain, LLC
R RENEWUS WE PROMOTE HEALTHY FUTURES and Design Renewus	App. No.: 88625887 Reg. No.: 6036733	April 21, 2020	(Int'l Class(es) 44) Medical services; medical services in the field of wellness medicine, cosmetic medicine, and depression therapy; medical services, namely, wellness medicine, cosmetic medicine, and depression therapy services	Advanced Spine and Pain, LLC
RELIEVUS and Design	App. No.: 86340683 Reg. No.:4695477	March 3, 2015	(Int'l Class(es) 44) Medical services; medical services in the field of pain management; medical services, namely, pain management services	Advanced Spine and Pain, LLC
RELIEVUS	App. No.: 86340416 Reg. No.: 4692258	February 24, 2015	(Int'l Class(es) 44) Medical services; medical services in the field of pain management; medical services, namely, pain management services	Advanced Spine and Pain, LLC
RENEWUS	App. No.: 88625884 Reg. No.: 6033586	April 14, 2020	(Int'l Class(es) 44) Medical services; medical services in the field of wellness medicine, cosmetic medicine, and depression therapy; medical services, namely, wellness medicine, cosmetic medicine, and depression therapy services	Advanced Spine and Pain, LLC
Design Only	App. No.: 86340670 Reg. No.: 4707374	March 24, 2015	(Int'l Class(es) 44) Medical services; medical services in the field of pain management; medical services, namely, pain management services	Advanced Spine and Pain, LLC
D and Design	App. No.: 90253962 Reg. No.: 6543279	November 2, 2021	(Int'l Class(es) 42) Software as a service (saas) services featuring software for remote patient monitoring (Int'l Class(es) 44)	DocuVitals, LLC

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			Providing an internet web site for medical professionals featuring information relating to patient health, blood pressure, weight and related diagnostic data received from remote locations via electronic patient monitoring devices that feed information to the web site for use by medical professionals for	
			purposes of monitoring and diagnosing medical conditions	
DOCUVITALS	App. No.: 90253922 Reg. No.: 6543277	November 2, 2021	(Int'l Class(es) 42) Software as a service (saas) services featuring software for remote patient monitoring (Int'l Class(es) 44) Providing an internet web site for medical professionals featuring information relating to patient health, blood pressure, weight and related diagnostic data received from remote locations via electronic patient monitoring devices that feed information to the web site for use by medical professionals for purposes of monitoring and diagnosing medical conditions	DocuVitals, LLC
DOCUVITALS.COM and Design	App. No.: 90253951 Reg. No.: 6543278	November 2, 2021	(Int'l Class(es) 42) Software as a service (saas) services featuring software for remote patient monitoring (Int'l Class(es) 44) Providing an internet web site for medical professionals featuring information relating to patient health, blood pressure, weight and related diagnostic data received from remote locations via electronic patient monitoring devices that feed information to the web site for use by medical professionals for purposes of monitoring and diagnosing medical conditions	DocuVitals, LLC

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**RECORDED: 07/13/2022** 

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