

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM753995

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Central Jersey Urgent Care, LLC		09/01/2021	Limited Liability Company: NEW JERSEY
RECEIVING PARTY DATA			
Name:	Carbon Health Technologies, Inc.		
Street Address:	300 California Street		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94104		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	88901380	MYINSTADOC	
Registration Number:	6200337		
CORRESPONDENCE DATA			
Fax Number:	2054886244		
<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:	205-521-8244		
Email:	mdenniston@bradley.com		
Correspondent Name:	Michael S. Denniston		
Address Line 1:	1819 Fifth Avenue North		
Address Line 4:	Birmingham, ALABAMA 35203		
NAME OF SUBMITTER:	Michael S. Denniston		
SIGNATURE:	/michael s. denniston/		
DATE SIGNED:	09/07/2022		
Total Attachments: 3			
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OP \$65.00 88901380

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Trademark Assignment") is made and entered into as of September 1, 2021, by and among **CARBON HEALTH TECHNOLOGIES, INC.**, a Delaware corporation (the "Buyer"), and **CENTRAL JERSEY URGENT CARE, LLC**, a New Jersey limited liability company (the "Company") (each a "Party" and collectively the "Parties").

WHEREAS, reference is made to that certain Purchase Agreement, dated as of the date hereof (the "Purchase Agreement"), by and among Buyer, Physician, Company, the Equityholders of the Company. Capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Purchase Agreement.

WHEREAS, pursuant and subject to the Purchase Agreement, the Company desires to assign, transfer and convey to the Buyer, and the Buyer desires to acquire from the Company, the trademark registration (the "Trademark Registration") and application ("Trademark Application") set forth on Exhibit A (collectively, the "Assigned Trademarks").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Company hereby assigns to Buyer all of Company's right, title and interest in, to and under the Assigned Trademark, including (i) all goodwill associated with or symbolized by the Assigned Trademark, (ii) all common law rights or other unregistered rights corresponding to the Assigned Trademark in any jurisdiction, and (iii) Company and Equityholder's rights of enforcement and the rights, interests, claims and demands recoverable in law or equity that Company has or may have to collect damages for past, present and future or misappropriation of the Assigned Trademark. In making this Trademark Assignment, the Company makes no representations or warranties, either express or implied, as to the validity of the Trademark Application and its freedom from defects of any kind, including freedom from any claim of trademark infringement that may result from the use thereof or that the pending Trademark Application will obtain federal registration.
2. Company hereby authorizes the Commissioner for Trademark in the United States Patent and Trademark Office and other empowered officials of the United States Patent and Trademark Office to record and register this Trademark Assignment.
3. As of the Effective Date, Company agrees to make no further use of the Assigned Trademark or any mark confusingly similar thereto, anywhere in the world, except as may be expressly authorized by the Parties in writing, and Company agrees to not challenge the Buyer or any third-party's use or ownership, or the validity, of the Assigned Trademark.
4. Company shall from time to time after the date of this Trademark Assignment, at Buyer's reasonable request and expense and without further consideration, (i) take all further legal actions, (ii) provide to Buyer and Buyer's Affiliates, successors, assigns or other legal representatives all such cooperation and assistance that Buyer reasonably may deem appropriate and to the extent reasonably possible for the Company, and (iii) execute and deliver such other instruments of conveyance and transfer, consents, bills of sale, assignments and assurances, in each case of clauses (i) through (iii) as reasonably necessary and possible to consummate, confirm or evidence the sale, conveyance, transfer, assignment and delivery to Buyer of the Assigned trademark.
5. Any notice, request or other document to be given hereunder to any party hereto shall be given in the manner specified in the Purchase Agreement.

- 6. This Trademark Assignment may be executed in multiple original, PDF or facsimile counterparts, each of which shall be deemed an original, and all of which taken together shall be considered one and the same agreement.
- 7. The interpretation and construction of this Trademark Assignment, and all matters relating to this Trademark Assignment, will be governed by the laws of the State of Delaware without giving effect to any conflict of law provisions thereof.

IN WITNESS WHEREOF, Company and Buyer has caused this Trademark Assignment to be executed and delivered as of the day and year first above written.

CARBON HEALTH TECHNOLOGIES, INC., as the Buyer

By: _____
Name: _____
Title: _____

CENTRAL JERSEY URGENT CARE LIMITED LIABILITY COMPANY., as the Company

By: _____
Name: Chirag Patel
Title: Managing Member

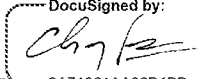
DocuSigned by:

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Exhibit A

Assigned Trademark

US Trademark Registration No. 6200337 for the logo



US Trademark Application No. 88901380 for the word mark MYINSTADOC

Common law trademark rights for the logo



Common law trademark rights for the word mark CENTRAL JERSEY URGENT CARE