

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM783892

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
SEQUENCE:	18

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
HMR Weight Management Services Corp.		12/30/2022	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	HMR Plan, LLC
Street Address:	7505 S. Louise Ave
City:	Sioux Falls
State/Country:	SOUTH DAKOTA
Postal Code:	57108
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Serial Number:	75347281	BUILDING A HEALTHIER YOU
Registration Number:	6033102	DAY WON
Registration Number:	6033827	DAY WON
Serial Number:	88658250	
Serial Number:	77607941	DECISION-FREE
Serial Number:	78763239	HEALTH MANAGEMENT RESOURCES
Serial Number:	75060076	HEALTHY SOLUTIONS
Serial Number:	73557338	HMR
Serial Number:	78763268	HMR
Serial Number:	76445997	HMR AT HOME
Serial Number:	86091467	HMR CALORIE SYSTEM
Serial Number:	78763871	HMR FOR YOUR BETTER HEALTH HEALTH MANAGE
Serial Number:	78822046	HMR HEALTHY SHAKES
Serial Number:	87155236	HMR WEIGHT MANAGEMENT
Serial Number:	77780730	QUICK START
Serial Number:	86091473	THE HMR CALORIE GUIDE FOR WEIGHT MANAGEM
Serial Number:	76005066	TRIPLE IMPERATIVE
Serial Number:	76403036	YOUR HEALTH IS IN YOUR HANDS

TRADEMARK

CORRESPONDENCE DATA**Fax Number:**

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: 9729310022
Email: tmattorney@mrkpc.com
Correspondent Name: Connor Pabich
Address Line 1: 2425 N. Central Expy.
Address Line 2: Suite 200
Address Line 4: Richardson, TEXAS 75080

NAME OF SUBMITTER:	Connor Pabich
SIGNATURE:	/Connor Pabich/
DATE SIGNED:	02/01/2023

Total Attachments: 3

source=Assignment of Trademarks (HMR - Ten Oaks) (12.30.2022)#page1.tif
source=Assignment of Trademarks (HMR - Ten Oaks) (12.30.2022)#page2.tif
source=Assignment of Trademarks (HMR - Ten Oaks) (12.30.2022)#page3.tif

ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS (this “Assignment”), dated December 30, 2022, is made by HMR Weight Management Services Corp., a Delaware corporation (“Seller”), in favor of HMR Plan, LLC, a Delaware limited liability company (“Buyer”), pursuant to the Asset Purchase Agreement, of even date herewith, by and among Seller and Buyer (the “Purchase Agreement”).

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer all of Seller’s right, title, and interest in and to the following:

- a. all registered and unregistered registered trademarks, service marks and trade names, and any applications therefor, including, without limitation, the trademark registrations and applications set forth on Exhibit A hereto and all issuances, extensions, and renewals thereof (the “Trademarks”), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;
- b. all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
- c. any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
- d. any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Assignment upon request by the Buyer.

3. Interpretation. To the extent there is a conflict between the terms and provisions of this Assignment and the Purchase Agreement, the terms and provisions of the Purchase Agreement will govern, supersede and prevail. Nothing in this Agreement, express or implied, is intended to or shall be construed to modify, expand or limit in any way the terms of the Purchase Agreement.

4. Governing Law. This Assignment will be governed by and construed in accordance with the laws of the United States and the State of Delaware without giving effect to the conflict of laws principles thereof.

5. Counterparts. This Assignment may be executed in any number of counterparts, each of which will be deemed an original, with the same effect as if the signature on each such counterpart were on the same instrument. Further, this Assignment may be executed by transfer of an originally signed document by facsimile or e-mail in PDF format, each of which will be as fully binding as an original document.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Seller has duly executed and delivered this Assignment as of the date first above written.

HMR WEIGHT MANAGEMENT SERVICES CORP.,
a Delaware corporation

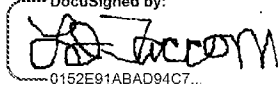




DocuSigned by:

By: _____
0152E91ABAD94C7...
Len Tacconi
President

Exhibit A
Registered Trademarks

Mark	Image (if applicable)	Status	Class	Application Number	Application Date	Registration Number	Registration Date
BUILDING A HEALTHIER YOU		Registered	16, 41, 42	75347281	08/26/1997	2252625	06/15/1999
DAY WON		Registered	9	88619545	09/17/2019	6033102	04/14/2020
DAY WON Stylized with Stepping Stones Design		Registered	9	88658236	10/17/2019	6033827	04/14/2020
Stepping Stones Design		Registered	9	88658250	10/17/2019	6033827	04/14/2020
DECISION-FREE		Registered	44	77607941	11/05/2008	3634893	06/09/2009
HEALTH MANAGEMENT RESOURCES		Registered	41, 44	78763239	11/30/2005	3348219	12/04/2007
HEALTHY SOLUTIONS		Registered	41, 42	75060076	02/20/1996	2149677	04/07/1998
HMR		Registered	5, 42	73557338	09/09/1985	1436157	04/14/1987
HMR		Registered	5, 16, 29, 41, 44	78763268	11/30/2005	3352061	12/11/2007
HMR AT HOME		Registered	44	76445997	08/26/2002	2741497	07/29/2003
HMR CALORIE SYSTEM		Registered	16	86091467	10/15/2013	4555175	06/24/2014
HMR FOR YOUR BETTER HEALTH HEALTH MANAGEMENT RESOURCES Logo		Registered	41, 44	78763871	11/30/2005	3405371	04/01/2008
HMR HEALTHY SHAKES		Registered	16, 44	78822046	02/23/2006	3388909	02/26/2008
HMR WEIGHT MANAGEMENT and Design		Registered	5, 29, 41, 44	87155236	08/30/2016	5221651	06/13/2017
QUICK START		Registered	16, 41	77780730	07/14/2009	4000223	07/26/2011
THE HMR CALORIE GUIDE FOR WEIGHT MANAGEMENT		Registered	16	86091473	10/15/2013	4555176	06/24/2014
TRIPLE IMPERATIVE		Registered	42	76005066	03/20/2000	2543514	02/26/2002
YOUR HEALTH IS IN YOUR HANDS		Registered	16, 41	76403036	05/01/2002	2704285	04/08/2003