

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM783283

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
QF Holdings, Inc.		01/30/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Qualifacts Systems, LLC		
Street Address:	315 Deaderick St.		
Internal Address:	Suite 2300		
City:	Nashville		
State/Country:	TENNESSEE		
Postal Code:	37238		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3796543	INSYNC	
Registration Number:	5360885	INSYNC HEALTHCARE SOLUTIONS	
CORRESPONDENCE DATA			
Fax Number:			
<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:	410-862-1089		
Email:	trademarks@bakerdonelson.com		
Correspondent Name:	Baker, Donelson, Bearman, Caldwell		
Address Line 1:	100 Light Street		
Address Line 2:	19th Floor		
Address Line 4:	Baltimore, MARYLAND 21202		
NAME OF SUBMITTER:	Emily R. Billig		
SIGNATURE:	/emily r. billig/		
DATE SIGNED:	01/30/2023		
Total Attachments: 3			
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TRADEMARK ASSIGNMENT

WHEREAS, QF Holdings, Inc. (“Assignor”) acquired certain assets from IHSWD, LLC f/k/a InSync Healthcare Solutions, LLC, a Delaware limited liability company (“InSync”) pursuant to that certain Asset Purchase Agreement, dated as of December 15, 2021, by and among InSync, Assignor, and Quicksilver Parent, Inc., a Delaware corporation (the “InSync Assets”);

WHEREAS, pursuant to that certain Capital Contribution Agreement dated July 1, 2022, Assignor contributed the InSync Assets to Qualifacts Systems, LLC, a Delaware limited liability company (“Assignee”);

WHEREAS, the InSync Assets include the trademarks and registrations thereof listed in Exhibit A hereto (“Trademark Properties”), in which Assignor owns a respective right, title, and interest in and to;

WHEREAS, the Parties desire to memorialize said assignment, sale, and transfer of the respective right, title, and interest of Assignor in said Trademark Properties to Assignee, together with the goodwill symbolized thereby and the registration (if any) thereof, in a form suitable for recording at the United States Patent and Trademark Office and respective foreign trademark offices.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns and transfers unto Assignee its entire right, title, and interest in and to: (A) the respective trademarks of the Trademark Properties including the goodwill symbolized thereby and the respective registration (if any) thereof; (B) whether or not registered or applied for, all formatives and variations of the mark(s) reflected in the Trademark Properties and all logos, design marks, package designs, trade dress, trade names, fictitious names, business names, usernames, and social media handles associated therewith, and the common law rights thereto, and any applications and registrations therefor; (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, 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.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have executed this Trademark Assignment on
1/30/2023, 2023.

ASSIGNOR:

QF HOLDINGS, INC.

DocuSigned by:
Jeremy Landa
By: _____
Name: Jeremy Landa
Title: Chief Financial Officer, Treasurer and
Secretary

ASSIGNEE:

QUALIFACTS SYSTEMS, LLC

By: QF Holdings, Inc., its sole member

DocuSigned by:
Jeremy Landa
By: _____
Name: Jeremy Landa
Title: Chief Financial Officer, Treasurer and
Secretary

EXHIBIT A**TRADEMARK PROPERTIES**

Trademark	Image	Filing Date	Ser. No.	Reg. Date	Reg. No.	Class(es)
INSYNC		August 19, 2008	77/550,928	June 1, 2010	3,796,543	009
INSYNC HEALTHCARE SOLUTIONS		September 7, 2016	87/163,765	December 19, 2017	5,360,885	009