# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM817328

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

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
RealMed Corporation		02/15/2023	Corporation: DELAWARE

## **RECEIVING PARTY DATA**

Name:	AGS Health LLC	
Street Address:	1015 18th St. NW	
Internal Address:	Suite #1101	
City:	Washington	
State/Country:	D.C.	
Postal Code:	20036	
Entity Type:	Limited Liability Company: DELAWARE	

#### **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	4729059	AUTHPAL

## **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: (602) 364-7000

Email: bcipdocketing@bclplaw.com

**Correspondent Name:** Cory G. Smith

Address Line 1: 2 N. Central Avenue

Address Line 2: **Suite 2100** 

Address Line 4: Phoenix, ARIZONA 85004

ATTORNEY DOCKET NUMBER:	3007134.8
NAME OF SUBMITTER:	Cory G. Smith
SIGNATURE:	/Cory G. Smith/
DATE SIGNED:	06/14/2023

## **Total Attachments: 3**

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TRADEMARK REEL: 008099 FRAME: 0962

## **Trademark Assignment Agreement**

This Assignment Agreement, effective as of the date written below, is hereby entered into by and between RealMed Corporation, a Delaware corporation ("Assignor"), and AGS Health LLC, a Delaware limited liability company ("Assignee").

## Recitals

**WHEREAS**, Assignor has adopted and used in the business U.S. Trademark Reg. No. 4729059 for the mark AUTHPAL (the "Mark");

WHEREAS, Assignee desires to acquire any and all rights that Assignor may have in and to the Mark and any applications or registrations therefor, together with the goodwill of the business in connection with which the Marks are used and which are symbolized by the Marks, along with the right to recover damages and profits for past infringements thereof.

# Agreement

**NOW, THEREFORE**, in consideration of the recitals, the terms and conditions herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

- 1. Assignment. Assignor hereby sells, assigns and transfers to Assignee, its successors and assigns, all of its right, title and interest, in the United States of America and all other countries, in, to and under the Mark, including any and all goodwill associated therewith, all registrations and applications for registration therefor, all common law rights therein, any and all trademark and/or service mark rights related thereto, and all past, present and future income, royalties, fees, damages and payments now or hereafter due or payable in respect thereto, and in and to any and all past, present and future causes of action (either in law or in equity), and the right to enforce any rights and file any causes of action, including the right to recover damages, for any past, present or future infringement or misappropriation of the Mark.
- **2.** <u>Miscellaneous</u>. Assignor hereby agrees to execute, acknowledge and deliver any and all documents as Assignee, in its discretion deems desirable or necessary to make a record with any and all government agencies, authorities, courts, tribunals or third parties, of the fact that Assignee owns all right, title and interest in and to the Mark, and any and all goodwill associated therewith, and that Assignor no longer has any right, title or interest, of any kind or nature, in or to the Marks.

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TRADEMARK REEL: 008099 FRAME: 0963 **IN WITNESS WHEREOF**, the undersigned have caused this Trademark Assignment Agreement to be duly executed.

ASSIGNOR:
RealMed Corporation
By: Russell S. Thomas Title: Chief Executive Officer
ASSIGNEE:
AGS Health LLC
By.

Name: Patrice Wolfe

Title: Chief Executive Officer

**RECORDED: 06/14/2023** 

IN WITNESS WHEREOF, the undersigned have caused this Trademark Assignment Agreement to be duly executed.

ASSIGNOR:
RealMed Corporation
By:
Name:
Title:
ASSIGNEE:
AUDIGIAM.
AGS Health LLC
DocuSigned by:
Patrice K Wolfe
DyBA25CB70C6B4467
I WILLO.
Title: CEO