

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM823603

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900778508

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bright Drive HCS LLC		05/11/2023	Limited Liability Company: NEW YORK

RECEIVING PARTY DATA

Name:	Medusind Inc.
Street Address:	6100 Blue Lagoon Drive, Suite 450
City:	Miami
State/Country:	FLORIDA
Postal Code:	33126
Entity Type:	Corporation: FLORIDA

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	6173202	BRIGHTDRIVE HCS
Registration Number:	6232676	BRIGHTDRIVE

CORRESPONDENCE DATA

Fax Number: 7344184227
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: 734-418-4226
Email: trademark@honigman.com
Correspondent Name: Amanda Blackburn
Address Line 1: 39400 Woodward Avenue, Suite 101
Address Line 4: Bloomfield Hills, MICHIGAN 48304

ATTORNEY DOCKET NUMBER:	275590-525260
NAME OF SUBMITTER:	Aubrey Biache
SIGNATURE:	/Aubrey Biache/
DATE SIGNED:	07/11/2023

Total Attachments: 7

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ASSIGNMENT OF PROPRIETARY RIGHTS AGREEMENT

THIS ASSIGNMENT OF PROPRIETARY RIGHTS AGREEMENT (this “*Agreement*”) is entered into and effective as of May 11, 2023 by and between Bright Drive HCS LLC, a New York limited liability company (“*Seller*”), and Medusind Inc., a Florida corporation (“*Buyer*”).

WHEREAS, Seller, Buyer and certain other parties thereto are parties to an Asset Purchase Agreement, dated as of the date hereof (the “*Purchase Agreement*”);

WHEREAS, Buyer and Seller desire to confirm the sale, conveyance and transfer of the Proprietary Rights of Seller to Buyer, with Seller selling, conveying and transferring all such Proprietary Rights to Buyer, and Buyer accepting all such Proprietary Rights as set forth below;

WHEREAS, the execution and delivery of this Agreement is contemplated by Section 1.7(e) of the Purchase Agreement; and

WHEREAS, the capitalized terms used herein and not otherwise defined herein have the meanings given to such terms in the Purchase Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. Assignment. Subject to the terms and conditions of the Purchase Agreement, Seller irrevocably sells, conveys, transfers, assigns and delivers to Buyer, free and clear of all Liens, all right, title and interest in, to and under the Seller’s Proprietary Rights, including as further described on Exhibit A hereto.

2. Authority for Recordation. Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office, and the Register of Copyrights in the United States Copyright Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Assignment of Proprietary Rights Agreement upon Buyer’s request.

3. Further Assurances. Seller shall, from time to time after the delivery of this Agreement, at Buyer's reasonable request and without further consideration, execute and deliver such other instruments of conveyance and transfer, consents, bills of sale, limited powers of attorney, assignments and assurances presented by Buyer as reasonably necessary to effectively consummate, confirm or evidence the sale, assignment, transfer, conveyance and delivery to Buyer of the Acquired Assets as contemplated under the Purchase Agreement.

4. Conflict with the Purchase Agreement. In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall govern, supersede and prevail.

5. Notices. Any notice, request or other document to be given hereunder to any party hereto shall be given in the manner specified in Section 5.11 of the Purchase Agreement. Any party hereto may change its address for receiving notices, requests and other documents by giving written notice of such change to the other parties hereto.

6. Enforceability. If any provision of this Agreement or the application of any such provision to any person or circumstance shall be held invalid, illegal or unenforceable in any respect by a court of

competent jurisdiction, such invalidity, illegality or unenforceability shall not effect any other provision hereof.

7. Amendments. This Agreement may not be amended or modified except by instrument in writing signed by, or on behalf of, Seller and Buyer.

8. Counterparts. This Agreement may be executed in one or more counterparts, each of which when executed shall be deemed to be an original but all of which together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile machine or electronic transmission in portable document format (PDF) shall be treated in all manner and respects as an original contract and shall be considered to have the same binding legal effects as if it were the original signed version thereof delivered in person. No party hereto shall raise the use of a facsimile machine or electronic transmission in PDF format to deliver a signature or the fact that any signature was transmitted or communicated through the use of such medium as a defense to the formation of a contract and each such party forever waives any such defense.

9. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Delaware without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware.

10. No Third Party Beneficiaries. This Agreement shall be binding upon and inure solely to the benefit of the parties hereto and their respective successors and assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

[Signature page follows]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above.

US BUYER:

MEDUSIND, INC.

Jose Rivero

By: _____

Name: Jose Rivero

Title: CEO

US SELLER:

BRIGHT DRIVE HCS LLC

By: _____

Name: Tina Wellman

Title: CEO

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above.

US BUYER:

MEDUSIND, INC.

By: _____
Name: Jose Rivero
Title: CEO

US SELLER:

BRIGHT DRIVE HCS LLC

Tina Wellman

By: _____
Name: Tina Wellman
Title: CEO

EXHIBIT A

Proprietary Rights

“Proprietary Rights” means all rights in proprietary information and intellectual property, including without limitation all patents, patent applications, patent disclosures and patentable inventions; all trademarks, service marks, trade dress, trade names, and Internet domain names and corporate names, and similar designations of source or origin including all common law marks and the goodwill symbolized by all the foregoing; all rights of publicity and privacy; all registered and unregistered copyrights; all registrations, applications and renewals for any of the foregoing; all licenses of rights in computer software, source codes, trademarks, patents, copyrights and other intellectual property including proprietary software; and all trade secrets, confidential information, business methodologies, ideas, know-how, processes and techniques, inventions, research and development information, plans, improvements, proposals, technical and computer data, documentation, financial, business and marketing plans, and client, customer and supplier lists and related information.

Registered Trademarks:

Mark/Name	Country/Jurisdiction	Status/Key Dates	App. No./Reg. No.	Owner Information
<u>BRIGHTDRIVE HCS</u>	United States (Federal)	Registered, October 13, 2020 Int'l Class: 35 First Use: September 30, 2014 Filed: December 30, 2019 Register Type: Principal Register	RN: 6173202 SN: 88742468	Brightdrive Hcs LLC (New York Limited Liability Company) 107 Prospect St, STE 1, Schoharie, New York 12157 United States of America
<u>BRIGHTDRIVE</u>	United States (Federal)	Registered, December 29, 2020 Int'l Class: 35 First Use: September 30, 2014 Filed: June 2, 2020 Register Type: Principal Register	RN: 6232676 SN: 88943518	Brightdrive Hcs LLC (New York Limited Liability Company) 107 Prospect Street, Ste 1, Schoharie, New York 12157 United States of America

Unregistered Trademarks:

1. BRIGHTDRIVE HEALTHCARE SOLUTIONS
2. BRIGHT DRIVE HEALTHCARE SOLUTIONS
3. BRIGHT AND DRIVEN PROFESSIONALS



- 4.

Patents:

None.

Copyrights:

None.

Industrial Designs:

None.

Domains:

1. <brightdrivehcs.com>

Social Media Accounts:

<u>Social Media Platform</u>	<u>URL</u>
LinkedIn	https://www.linkedin.com/company/brightdrive-hcs
Facebook	https://www.facebook.com/people/BrightDrive-Healthcare-Solutions/100049211842389/?sk=about
Twitter	https://twitter.com/BrightDriveHCS
Instagram	https://www.instagram.com/brightdrive_hcs/