

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM827087

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Smart Fit Investments, Inc.		05/26/2023	Corporation: NEVADA
RECEIVING PARTY DATA			
Name:	SimpleNursing LLC		
Street Address:	8 The Green, Ste A		
City:	Dover		
State/Country:	DELAWARE		
Postal Code:	19901		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5427046	SIMPLE NURSING	
CORRESPONDENCE DATA			
Fax Number:	9546784090		
<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:	954-939-3368		
Email:	dedi.whitman@lewisbrisbois.com		
Correspondent Name:	Howard Gitten - Lewis Brisbois		
Address Line 1:	110 SE 6th street, Suite 2600		
Address Line 4:	Ft. Lauderdale, FLORIDA 33301		
NAME OF SUBMITTER:	Howard M. Gitten		
SIGNATURE:	/Howard M. Gitten/		
DATE SIGNED:	07/26/2023		
Total Attachments: 6			
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OP \$40.00 5427046

Exhibit C

IP Assignment

See attached.

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement ("**IP Assignment**"), dated as of May 26, 2023, is entered into by and between Smart Fit Investments, Inc, a Nevada corporation, d/b/a Simple Nursing ("**Assignor**"), and SimpleNursing LLC, a Delaware limited liability company ("**Assignee**").

WHEREAS, Assignor, Assignee, Shop Dream Homes, LLC, a Texas limited liability company, and Lyman King, an individual, have entered into a certain Contribution Agreement, dated as of May 26, 2023 (as amended, modified or supplemented, the "**Contribution Agreement**"), pursuant to which, among other things, Assignor has contributed, conveyed, transferred, and assigned to Assignee, among other assets, the Contributed IP;

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions. All capitalized terms used in this IP Assignment but not otherwise defined herein are given the meanings set forth in the Contribution Agreement.

2. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably contributes, conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the Contributed IP, including, but not limited to:

(a) the trademark registrations set forth on Schedule 1 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) the copyright registrations set forth on Schedule 2 hereto and all issuances, extensions, and renewals thereof (the "**Copyrights**");

(c) mobile and computer software and applications, including SimpleNursing for Mac/iOS and SimpleNursing for Android;

(d) websites and internet domain name registrations, including the domain names www.simplenursing.com and members.simplenursing.com;

(e) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(f) 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

(g) 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.

3. Recordation and Further Actions. Assignor 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, to record and register this IP Assignment upon request by Assignee. Following the date hereof, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Contributed IP to Assignee, or any assignee or successor thereto.

4. Terms of the Contribution Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Contribution Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Contributed IP. The representations, warranties, covenants, agreements, and indemnities contained in the Contribution Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Contribution Agreement and the terms hereof, the terms of the Contribution Agreement shall govern.

5. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

6. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

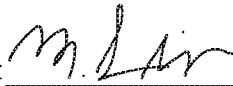
7. Governing Law. This IP Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor and Assignee have duly executed and delivered this IP Assignment as of the date first above written.

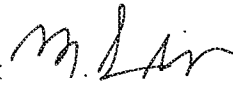
ASSIGNOR:

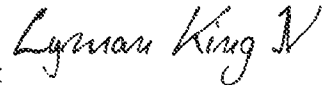
SMART FIT INVESTMENTS, INC, a
Nevada corporation

By: 
Name: Michael Linares
Title: President

ASSIGNEE:

SIMPLENURSING LLC, a Delaware limited
liability company

By: 
Name: Michael Linares
Title: Manager

By: 
Name: Lyman King
Title: Manager

SCHEDULE 1

ASSIGNED TRADEMARK REGISTRATIONS

Trademark Registrations

Mark	Jurisdiction	Registration Number	Registration Date
SIMPLE NURSING	United States of America	5427046	March 20, 2018

SCHEDULE 2

ASSIGNED COPYRIGHT REGISTRATIONS

Copyright Registrations

Title	Jurisdiction	Registration Number	Registration Date
Autism Spectrum Disorder	United States of America	VA0002282068	July 7, 2021
BLS CPR Study Guide	United States of America	VA0002273123	July 7, 2021
Medical / Surgical Video Series by SimpleNursing	United States of America	PA0002319903	October 18, 2021
Mental Health Video Series by SimpleNursing	United States of America	PA0002319910	October 18, 2021
Pharm - Cardiac - Adenosine	United States of America	VA0002282311	July 7, 2021
Pharmacology Video Series by SimpleNursing	United States of America	PA0002319808	August 18, 2021