

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM824910

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HL.Q, Inc.		07/17/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Healthline Media, LLC		
Street Address:	1423 Red Ventures Drive		
Internal Address:	Building RV4, 3rd Floor		
City:	Fort Mill		
State/Country:	SOUTH CAROLINA		
Postal Code:	29707		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	97338741	CHECKMYHEALTHRECORD	
CORRESPONDENCE DATA			
Fax Number:	3124607000		
<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:	312-460-5000		
Email:	slott@seyfarth.com		
Correspondent Name:	Stephen D. Lott		
Address Line 1:	233 S. Wacker Drive		
Address Line 2:	Suite 8000		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	116394-000002		
NAME OF SUBMITTER:	Stephen D. Lott		
SIGNATURE:	/Stephen D. Lott/		
DATE SIGNED:	07/17/2023		
Total Attachments: 3			
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement is entered into as of July 17, 2023 (“Effective Date”) by and between HI.Q, Inc., a Delaware corporation located at 2513 Charleston Road, Suite 102, Mountain View, California 94043 (“Assignor”) and Healthline Media, LLC, a Delaware limited liability company located at 1423 Red Ventures Drive, Building RV4, 3rd Floor, Fort Mill, South Carolina 29707 (“Assignee”), the purchaser of certain assets of Assignor pursuant to the Asset Purchase Agreement, dated May 22, 2023 (the “Purchase Agreement”), among Assignor and Assignee.

WHEREAS, under the terms of the Purchase Agreement, Assignor has conveyed, transferred, and assigned to Assignee certain intellectual property of Assignor, including the trademarks set forth in the attached Schedule 1 (the “Trademarks”). Capitalized terms not otherwise defined herein shall have the meanings given to them in the Purchase Agreement.

NOW THEREFORE, Assignor agrees as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, as the successor to the portion of the ongoing and existing business to which the Trademarks pertain, all of Assignor’s right, title, and interest in and to the Trademarks, including but not limited to all common law rights in the Trademarks and all applications and registrations for the Trademarks, together with the goodwill of Assignor’s business connected with the use of and symbolized by the Trademarks, and all rights corresponding thereto throughout the world. Assignor further assigns to Assignee (1) all rights to sue for and receive all damages occurring from past infringing uses of the Trademarks, and (2) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to the Trademarks.

2. Recordation and Further Actions. Assignor hereby authorizes the officials of the entities or agencies in any applicable jurisdictions to record and register this Assignment Agreement upon request by Assignee. Following the date hereof, upon Assignee’s reasonable request, 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 reasonably necessary to effect, evidence, or perfect the assignment of the Trademarks to Assignee, or any assignee or successor thereto.

3. Terms of the Purchase Agreement. The parties acknowledge and agree that this Agreement is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Trademarks. To the extent that any provision of this Assignment Agreement is inconsistent or conflicts with the Purchase Agreement, the provisions of the Purchase Agreement shall control. Nothing contained in this Assignment Agreement shall be deemed to supersede, enlarge, or modify any of the obligations, agreements, covenants, or warranties of Assignor or Assignee contained in the Purchase Agreement.

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

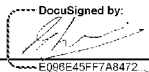
5. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without regard to its choice of law rules.

6. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement 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 Agreement.

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Assignment Agreement effective as the Effective Date.

ASSIGNOR:

HI.Q, INC.

By: 
Name: Gaurav Suri
Title: CEO & Co-Founder

Schedule 1

Trademark	Country	Application/Registration No.
CHECKMYHEALTHRECORD	USA	97338741