

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM861027

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
edgeMed Healthcare, LLC		12/08/2023	Limited Liability Company: FLORIDA
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: 1			
Property Type	Number	Word Mark	
Registration Number:	6052201	HEALTHCARE ABOVE ALL	
CORRESPONDENCE DATA			
Fax Number:	2485668435		
<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:	2485668434		
Email:	jkrumpe@honigman.com		
Correspondent Name:	Honigman LLP		
Address Line 1:	650 Trade Centre Way, Suite 200		
Address Line 4:	Kalamazoo, MICHIGAN 49002-0402		
ATTORNEY DOCKET NUMBER:	275590-536808		
NAME OF SUBMITTER:	Andrew J. Boes		
SIGNATURE:	/Andrew J. Boes/		
DATE SIGNED:	12/14/2023		
Total Attachments: 5			
source=mEDUSIND aSSIGNMENT#page1.tif			
source=mEDUSIND aSSIGNMENT#page2.tif			
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ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS AGREEMENT

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS AGREEMENT (this “*Agreement*”) is entered into and effective as of December 8, 2023 by and between edgeMED Healthcare, LLC, a Florida limited liability (“*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 all intangible assets of Seller used in, related to or otherwise associated with, the Business, including the Business Names, and Intellectual Property and other intangible assets of an intellectual property nature (collectively, the “*Intellectual Property Rights*”), to Buyer, with Seller selling, conveying and transferring all such Intellectual Property Rights to Buyer, and Buyer accepting all such Intellectual Property Rights as set forth below and in the Purchase Agreement;

WHEREAS, the execution and delivery of this Agreement is contemplated by Section 1.7(f) 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, and Buyer hereby purchases, accepts and assumes from Seller, free and clear of all Liens, except for Permitted Liens, all of Seller’s right, title and interest in, to and under the Intellectual Property Rights (including all goodwill represented thereby), 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 Intellectual Property Rights Agreement upon Buyer’s reasonable 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; provided, however, that Buyer shall bear all costs, fees, expenses and other charges incurred by either party in connection with the preparation, execution and delivery of such instruments or the taking of such actions as are required to transfer the Intellectual Property Rights pursuant to Section 1 above.

4. Conflict with the Purchase Agreement. This Assignment does not create or establish liabilities or obligations not otherwise created or existing under or pursuant to the Purchase Agreement, nor does it change, amend, extend or alter (nor shall it be deemed or construed as creating, establishing,

changing, amending, extending or altering) the terms or conditions of the Purchase Agreement in any manner whatsoever. 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 affect 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.

BUYER:

MEDUSIND INC.

DocuSigned by:

By: _____
Name: Jose Rivero
Title: CEO

SELLER:

EDGEMED HEALTHCARE, LLC

By: _____
Name: Ryan Kurstin
Title: CEO

[Signature Page to Assignment of Intellectual Property Rights Agreement]

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

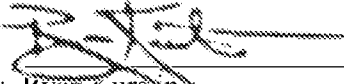
BUYER:

MEDUSIND INC.

By: _____
Name: Jose Rivero
Title: CEO

SELLER:

EDGEMED HEALTHCARE, LLC

By:  _____
Name: Ryan Kursin
Title: CEO

[Signature Page to Assignment of Intellectual Property Rights Agreement]

EXHIBIT A

INTELLECTUAL PROPERTY RIGHTS

- 1. [REDACTED]
- 2. [REDACTED]
- 3. [REDACTED]
- 4. Registered Trademarks:

Mark/Name	Status/Key Dates	App. No.	Reg. No.
<u>HEALTHCARE ABOVE ALL</u>	Int'l Class: 35 Registered: May 12, 2020 Register Type: Principal Register	RN: 6052201	SN: 88638781

- 5. [REDACTED]
- e. [REDACTED]
- f. [REDACTED]
- 6. [REDACTED]

[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]