

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM863856

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Medusind Inc.		12/22/2023	Corporation: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	edgeMED Holdings, Inc.		
<b>Street Address:</b>	6100 Blue Lagoon Drive		
<b>Internal Address:</b>	Suite 450		
<b>City:</b>	Miami		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	33126		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6052201	HEALTHCARE ABOVE ALL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4154391500		
<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>			
<b>Email:</b>	maria.banda@kirkland.com		
<b>Correspondent Name:</b>	Maria Banda		
<b>Address Line 1:</b>	Kirkland & Ellis, LLP		
<b>Address Line 2:</b>	555 California Street, Suite 2700		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94104		
<b>ATTORNEY DOCKET NUMBER:</b>	54247-1		
<b>NAME OF SUBMITTER:</b>	Maria Banda		
<b>SIGNATURE:</b>	/Maria Banda/		
<b>DATE SIGNED:</b>	12/26/2023		
<b>Total Attachments: 4</b>			
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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 22, 2023 by and between Medusind Inc., a Florida corporation (“*Assignor*”), and edgeMED Holdings, Inc., a Delaware Corporation (“*Assignee*”, and together with Assignor, the “*Parties*” and each a “*Party*”).

WHEREAS, Assignor, edgeMED Healthcare, LLC (“*edgeMED Healthcare*”), and certain other parties thereto are parties to an Asset Purchase Agreement, dated as of December 8, 2023 (the “*Purchase Agreement*”);

WHEREAS, Assignor and edgeMED Healthcare entered into an Assignment of Intellectual Property Rights Agreement (the “*Assignment Agreement*”), the execution and delivery of which is contemplated by Section 1.7(f) of the Purchase Agreement, to confirm the sale, conveyance and transfer of all intangible assets of edgeMED Healthcare 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 Assignor, with edgeMED Healthcare selling, conveying and transferring all such Intellectual Property Rights to Assignor, and Assignor accepting all such Intellectual Property Rights as set forth in the Assignment Agreement and in the Purchase Agreement;

WHEREAS, Assignor and Assignee have entered into an Asset Contribution Agreement, dated as of December 22, 2023 (the “*Contribution Agreement*”), pursuant to which the Parties desire that Assignee transfer to Assignee all of the right, title and interest of Assignor in and to the Intellectual Property Rights (including all goodwill represented thereby), as further described on Exhibit A attached hereto (the “*Assigned IP*”).

WHEREAS, Assignee wishes to acquire all of Assignor’s right, title and interest in and to the Assigned IP, and Assignor wishes to assign such right, title and interest in and to the Assigned IP to Assignee; 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. Assignor irrevocably sells, conveys, transfers, assigns and delivers to Assignee, and Assignee hereby purchases, accepts and assumes from Assignor, free and clear of all Liens, except for Permitted Liens, all of Assignor’s right, title and interest in, to and under the Assigned IP.

2. Proxy Service and Electronic Transfer for Domain Names. Assignor hereby authorizes and requests, or will cause any proxy service that registered any of the domain names included in the Assigned IP on Assignor’s behalf to authorize or request, the applicable registration authority to transfer the domain names included in the Assigned IP from Assignor or such proxy service, as the case may be, to Assignee. Assignor agrees to cooperate with Assignee to initiate and complete the transfer process in relation to the domain names included in the Assigned IP electronically from Assignor’s account to Assignee’s account and servers.

3. Authority for Recordation. 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, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Assignment of Intellectual Property Rights Agreement upon Assignee's reasonable request.

4. Further Assurances. Each Party shall promptly execute, acknowledge and deliver any other assurances or documents or instruments of transfer reasonably requested by the other Party and necessary for the requesting Party to satisfy its obligations hereunder or to obtain the benefits of the transactions contemplated by the Contribution Agreement.

5. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

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, both Parties.

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.

**ASSIGNOR:**

MEDUSIND INC.

By: Jose A. Quiero  
Name: Jose Rivero  
Title: Chief Executive Officer

**ASSIGNEE:**

EDGEMED HOLDINGS, INC.

By: Jose A. Quiero  
Name: Jose Rivero  
Title: Chief Executive Officer

*[Signature Page to Assignment of Intellectual Property Rights Agreement]*

**EXHIBIT A**

**INTELLECTUAL PROPERTY RIGHTS**

1. Website/Domain Name:
  - a. [www.edgemed.com](http://www.edgemed.com)
2. Phone numbers: See attached list of Phone & Fax Numbers.
3. Email Addresses: See attached list of Email Addresses.
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. Unregistered Trademarks:
  - a. EDGEMED
  - b. EDGEMED HEALTHCARE
  - c. SUPERCHARGE YOUR MEDICAL PRACTICE!
  - d. HEALTHY SNACKS



6. Social Media Accounts

<u>Social Media Platform</u>	<u>URL</u>
LinkedIn	<a href="https://www.linkedin.com/company/edgemed/">https://www.linkedin.com/company/edgemed/</a>
X (Twitter)	<a href="https://twitter.com/edgemedhealth">https://twitter.com/edgemedhealth</a>
Facebook	<a href="https://www.facebook.com/edgeMED/">https://www.facebook.com/edgeMED/</a>
Threads	<a href="https://www.threads.net/@edgemedhealthcare">https://www.threads.net/@edgemedhealthcare</a>
YouTube	<a href="https://www.youtube.com/@healthcarevideodemo1">https://www.youtube.com/@healthcarevideodemo1</a>