

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: TMI30518

<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>
Health Care Futures, L.P.		02/01/2021	Limited Partnership: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Company Name:</b>	Value Management Group, LLC		
<b>Street Address:</b>	c/o Northlane Capital Partners		
<b>Internal Address:</b>	2 Bethesda Metro Center, Suite 1510		
<b>City:</b>	Bethesda		
<b>State/Country:</b>	MARYLAND		
<b>Postal Code:</b>	20814		
<b>Entity Type:</b>	Limited Liability Company: TEXAS		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6023787		
<b>Registration Number:</b>	5689201	HEALTH CARE FUTURES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>Phone:</b>	4045723112		
<b>Email:</b>	mrussell@kslaw.com		
<b>Correspondent Name:</b>	Mark Russell		
<b>Address Line 1:</b>	1180 Peachtree Street		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30309		
<b>ATTORNEY DOCKET NUMBER:</b>	23198.253026		
<b>NAME OF SUBMITTER:</b>	Mark Russell		
<b>SIGNATURE:</b>	Mark Russell		
<b>DATE SIGNED:</b>	02/15/2024		
<b>Total Attachments: 6</b>			
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of February 1, 2021 (the "Effective Date"), by and between Health Care Futures, L.P., a Delaware limited partnership ("Assignor") having a place of business at 300 Park Blvd Suite 300, Itasca, Illinois 60143, and Value Management Group, LLC, a Texas limited liability company ("Assignee"), having a place of business at c/o Northlane Capital Partners, 2 Bethesda Metro Center, Suite 1510, Bethesda, Maryland 20814.

RECITALS

A. Assignor is the owner of the Trademarks applications and registrations identified on Exhibit A (the "Trademarks"); and

B. Pursuant to that certain Asset Purchase Agreement by and among Assignor, Assignee, AMM Associates, Inc., an Illinois corporation, Robert B. Kaufman, Edward J. McGrath, Scott W. Ackman, and Cordell J. Mack, dated as of the date hereof, Assignor has agreed to sell, convey, transfer, assign and deliver to Assignee and Assignee has agreed to purchase and accept from Assignor the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee, intending to be legally bound, hereby agree as follows:

ASSIGNMENT

1. Assignment. Assignor hereby sells, conveys, transfers, assigns and delivers to Assignee all of Assignor's right, title and interest in, to and under, the Trademarks, together with that portion of Assignor's business connected with the use of and symbolized by the Trademarks, and all past and present goodwill associated therewith or symbolized thereby, all common law rights thereto, all registrations and applications for registration thereof (including the applications and registrations described on Exhibit A attached hereto) and all registrations that may be granted thereon, and all records and files related thereto, the right to claim priority in accordance with international treaties and conventions, the right to all income, royalties, damages and payments hereafter due or payable with respect to the Trademarks, the right to register, prosecute, maintain and defend the Trademarks before any public or private agency, office or registrar, the right to sue and recover damages for all causes of action (either in law or in equity) including for past, present and future infringement and dilution of the Trademarks, and all rights of indemnity, warranty rights, rights of contribution, rights to refunds, rights of reimbursement and other rights of recovery, including rights to insurance proceeds (regardless of whether such rights are currently exercisable) related to the Trademarks. The assignments contemplated herein are meant to be absolute assignments and not by way of security. Assignor hereby authorizes the Commissioner of Patents and Trademarks in the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries or multinational authorities, to record Assignee as the assignee of all of Assignor's right, title and interest in, to and under the

Trademarks and to deliver to Assignee, and to Assignee's attorneys, agents, successors or assigns, all official documents and communications.

2. Further Assurances. Assignor agrees to execute and deliver any and all affidavits, testimonies, declarations, oaths, samples, exhibits, specimens and other documentation, and otherwise agrees to assist Assignee, its successors and assigns as reasonably requested by Assignee to effect the terms of this Assignment.

3. Representation and Warranty. Assignor hereby represents and warrants to Assignee that, as of the Effective Date, Assignor owns all legal and beneficial right, title and interest in and to the Trademarks, free and clear of all liens and encumbrances arising by, through or under Assignor that will remain in place following the assignment of the Trademarks.

4. Specific Performance. The parties hereto agree that irreparable damage would occur to Assignee if any provision of this Assignment were not performed by Assignor in accordance with the terms hereof and that Assignee shall be entitled to an injunction or injunctions to prevent breaches of this Assignment or to enforce specifically the performance of the terms and provisions of this Assignment in addition to any other remedy to which it is entitled to at law or in equity, in each case without the requirement of posting any bond or other type of security.

5. Successors and Assigns. The provisions of this Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns; provided, however, that no assignment by any party shall relieve such party of any of its obligations hereunder. No provision of this Assignment is intended to confer any rights, benefits, remedies, obligations or liabilities hereunder upon any Person other than the parties hereto and their respective successors and assigns.

6. Governing Law. THIS ASSIGNMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS.

7. Amendments; Waivers. No amendment or modification to any terms or provisions of this Assignment, or waiver of any covenant, obligation, breach or default under this Assignment, shall be valid unless in writing and executed and delivered by each of the parties.

8. Headings; Construction. The descriptive headings contained in this Assignment are solely for the purpose of reference, are not part of the agreement of the parties hereto and shall not in any way affect the meaning or interpretation of this Assignment. The parties hereto agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party will not be applied in the construction or interpretation of this Assignment.

9. Severability. If any term or provision of this Assignment is held to be or rendered invalid or unenforceable at any time in any jurisdiction, such term or provision shall not affect the validity or enforceability of any other terms or provisions of this Assignment, or the validity or enforceability of such affected term or provision at any other time or in any other jurisdiction.

10. Entire Agreement. This Assignment contains the entire agreement and understanding between the parties with respect to the transactions contemplated hereby, and supersedes all

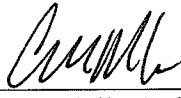
previous agreements, negotiations, representations, and understandings (written or oral) with respect thereto.

11. Counterparts. This Assignment may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which, together, shall constitute one and the same instrument. A party may deliver executed signature pages to this Assignment by facsimile or electronic transmission to any other party, which facsimile or electronic copy shall be deemed to be an original executed signature page.

IN WITNESS WHEREOF, the parties have executed this Trademarks Assignment as of the Effective Date.

**ASSIGNOR:**

HEALTH CARE FUTURES, LP  
By: AMM Associates, Inc.  
Its: General Partner

By:   
Name: Cordell Mack  
Title: President

**ASSIGNEE:**

VALUE MANAGEMENT GROUP, LLC

By: \_\_\_\_\_  
Greg Koonsman, its authorized signatory

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By: \_\_\_\_\_  
Name: Cordell Mack  
Title: President

ASSIGNEE:

VALUE MANAGEMENT GROUP, LLC

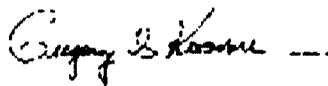

By:  \_\_\_\_\_  
Greg Koonsman, its authorized signatory

EXHIBIT A

Mark	Country	Serial or Registration Number	Filing Date
Design Mark: 	United States	Reg. No. 6,023,787 Ser. No. 88-607,071	September 6, 2019
Service Mark: "HEALTH CARE FUTURES"	United States	Reg. No. 5,689,201 Ser. No. 87-914,044	May 9, 2018