

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: TMI79439

<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>
Healthwise, Incorporated		02/29/2024	Non-Profit Corporation: IDAHO
<b>RECEIVING PARTY DATA</b>			
<b>Company Name:</b>	Ignite Healthwise LLC		
<b>Street Address:</b>	283-299 Market Street, 4th Fl		
<b>City:</b>	Newark		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	07102		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 17</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77897218	DECISION POINT	
<b>Serial Number:</b>	75617666	HEALTHWISE	
<b>Serial Number:</b>	75563946	HEALTHWISE	
<b>Serial Number:</b>	75980284	HEALTHWISE FOR EVERY HEALTH DECISION	
<b>Serial Number:</b>	75617773	HEALTHWISE FOR EVERY HEALTH DECISION	
<b>Serial Number:</b>	77887820	HEALTHWISE	
<b>Serial Number:</b>	74177966	HEALTHWISE	
<b>Serial Number:</b>	85819418	PREGNANTME	
<b>Serial Number:</b>	74380536	SHARED DECISION MAKING	
<b>Serial Number:</b>	88294783	HEALTH WISE	
<b>Serial Number:</b>	75006867	HEALTHWISE	
<b>Serial Number:</b>	78950265	HEALTHWISE CONNECTION YOUR LINK TO A HEALTHIER LIFE	
<b>Serial Number:</b>	75617750	HEALTHWISE FOR EVERY HEALTH DECISION	
<b>Serial Number:</b>	97096993	HEALTHWISE ADVISE	
<b>Serial Number:</b>	97108300	HEALTHWISE ADVISE	
<b>Serial Number:</b>	97976682	HEALTHWISE ADVISE	
<b>Serial Number:</b>	97108283	HEALTHWISE ADVISE	
<b>CORRESPONDENCE DATA</b>			

OP \$440.00.00 77897218

**Fax Number:**

*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.*

**Phone:** 3102804628  
**Email:** notices@internetbrands.com  
**Correspondent Name:** Heidi Hsu  
**Address Line 1:** 909 N. Pacific Coast Hwy, 11th Fl  
**Address Line 4:** El Segundo, CALIFORNIA 90245

<b>NAME OF SUBMITTER:</b>	MICHAEL CORDOVA
<b>SIGNATURE:</b>	MICHAEL CORDOVA
<b>DATE SIGNED:</b>	03/07/2024

**Total Attachments: 8**  
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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “IP Assignment Agreement”) is entered into and made effective as of February 29, 2024, by and between Ignite Healthwise LLC, a Delaware limited liability company (“Buyer”) and Healthwise, Incorporated, an Idaho non-profit corporation (“Seller”). Buyer and Seller are hereinafter at times individually referred to as a “Party” and collectively as the “Parties”. Capitalized terms used herein without definition shall have the respective meanings set forth in the Purchase Agreement.

A. Buyer, Seller, and Mercury Healthcare, Inc. have entered into an Asset Purchase and Sale Agreement, dated as of February 27, 2024, pursuant to which Seller will sell to Buyer substantially all of Seller’s assets and goodwill used in, or useful to and related to, and assume certain liabilities of, the Business, (the “Purchase Agreement”).

B. In connection with the Purchase Agreement, Seller has agreed to convey, transfer, and assign to Buyer certain intellectual property of Seller, and for that purpose Buyer and Seller have agreed to execute and deliver this IP Assignment Agreement.

The Parties, therefore, hereby agree as follows.

1. Assignment. In consideration for the execution of the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to be effective as of the Closing under the Purchase Agreement, Seller irrevocably conveys, transfers, and assigns to Buyer, and Buyer accepts, all of Seller’s right, title, and interest in, to, and under the following (collectively, the “Assigned IP”):

(a) The transferred assets set forth on Schedule 1 hereto (collectively, the “Transferred Assets”)

(b) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world (including for the avoidance of doubt, any common law rights);

(c) 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

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, and/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 not the obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recording and Further Actions. Seller authorizes the Register of Copyrights in the United States Copyright Office, the Commissioner for Trademarks in the United States Patent and Trademark Office, and any other governmental officials to record and register this IP Assignment Agreement upon request by Buyer. Seller shall take, at Buyer’s expense, such reasonable steps

and actions following the date hereof as reasonably requested by Buyer, including the execution of documents, files, registrations, or other similar items, to assist in the proper assignment of the Assigned IP to Buyer or any successor thereto.

3. Purchase Agreement. The representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein.

4. Successors and Assigns. Neither this IP Assignment Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any Party (whether by operation of law or otherwise) without the prior written consent of the non-assigning Parties. Subject to the preceding sentence, this IP Assignment Agreement will be binding upon, inure to the benefit of and be enforceable by the Parties and their respective successors and permitted assigns.

5. Governing Law. This IP Assignment Agreement shall be governed by and construed in accordance with the substantive law of the State of Delaware without giving effect to the principles of conflicts of law thereof.

6. Counterparts. This IP Assignment Agreement may be executed and delivered (including by electronic mail with a pdf scanned attachment) in one or more counterparts, and by the different Parties hereto in separate counterparts, each of which when executed and delivered shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

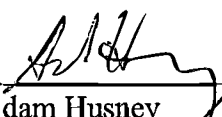
7. Amendment and Modification. This IP Assignment Agreement may be amended by the Parties at any time only by a written instrument signed by each of the Parties.

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IN WITNESS WHEREOF, each of the Parties is signing this IP Assignment Agreement as of the date first set forth above.

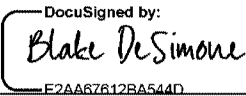
**SELLER:**

HEALTHWISE, INCORPORATED

By:   
Name: Adam Husney  
Title: Chief Executive Officer & President

**BUYER:**

IGNITE HEALTHWISE LLC

By:   
Name: Blake DeSimone  
Title: President

## SCHEDULE 1

### TRANSFERRED ASSETS

#### Trademarks and Trademark Applications

1. See Master Trademark spreadsheet attached hereto.

#### Copyrights

1. All copyrights related to the Business, including registered copyrights owned by Seller at Closing and all other copyrightable works of authorship owned by Seller at Closing and related to the Business or the Purchased Assets.

#### Social Media and Server Accounts

1. The following social media and server accounts related to the Business:
  - a. LinkedIn account
  - b. Facebook account
  - c. Instagram account

NAME	REG. DATE	LAST RENEWAL	GOODS & SERVICES	REG. NUMBER	SERIAL NUMBER	INTL CLASS		Begin Renewal Process	REG. EXPIRATION DATE	Notes		
DECISION POINT	3/8/2011	3/8/2021	(42) computer services for customized web site with interactive technology; (44) online searchable database of medical and health care info providing decision making guides	3.927.486	77897218	42, 44	Begin renewal process	3/8/2030	3/8/2031	Sec 8 dec renewal filed 3/8/2021; accepted 6/11/2021	DECISION POINT	
HEALTHWISE & Spiral design	4/24/2001	4/24/2021	(9) computer software; (16) educational publications; (41) educational training; (42) health web site	2.446.871	75617666	9, 16, 41, 42	Begin renewal process	10/24/2030	4/24/2031	Renewal accepted 9/14/2021 Filed 4/26/2021 (backing doctrine to update to nonconcentric circle design)	HEALTHWISE	
HEALTHWISE	5/15/2001	5/15/2021	Health web site	2.451.491	75563946	42	Begin renewal process	11/15/2030	5/15/2031	Renewal accepted 9/12/2021	HEALTHWISE	
HEALTHWISE FOR EVERY HEALTH DECISION	7/31/2001	7/31/2021	(9) prerecorded audio tapes, videotapes, computer software and multimedia programs and (16) educational publications (books, pamphlets, brochures, periodicals) for health ed., health promo., disease mgmt and health care	2.474.541	75980284	9, 16	Declaration of Use and Renewal is accepted	1/31/2031	7/31/2031	Renewal filed 7/29/2021; accepted 1/13/2022	HEALTHWISE FOR EVERY HEALTH DECISION	
HEALTHWISE FOR EVERY HEALTH DECISION	10/9/2001	10/9/2021	Education and training services	2.486.710	75617773	41	Declaration of Use and Renewal is accepted	4/9/2031	10/9/2031	Renewal filed 7/29/2021; accepted 1/8/2022	HEALTHWISE FOR EVERY HEALTH DECISION	
HEALTHWISE	2/28/2012		Health care and self-care information services and integrated health care information services via web sites, online computer networks, online computer databases, interactive videos and multimedia, and web-based health assessment services that result in a report that provides health-related information	4.103.480	77887820	44	Begin renewal process	2/28/2031	2/28/2032	1st declaration of use accepted by USPTO 10/16/2017; second declaration of use filed 3/11/2021; accepted	HEALTHWISE	
HEALTHWISE	8/23/1994	8/23/2014	(16) educational publications; (41) health education	1.850.659	74177966	16, 41	Begin renewal process	2/23/2024	8/23/2024	Most recent USPTO Renewal Acceptance dated 7/28/2014.	HEALTHWISE	
PREGNANTME	6/30/2015		(9) Software applications for computers, mobile handheld devices and portable electronic communication devices for providing medical and educational info. about women's options for maternity, pregnancy, prenatal care, delivery care, birth setting, postnatal care, related medical conditions, available treatments, and advantages and disadvantages of options and choices; (44) websites featuring medical info. for medical decision-making to inform women about medical options and choices for maternity.	4.704.920	85819418	44	§56 & J5 Combined Declaration of Use and Incontestability due Between 5th & 6th years after registration. DUE 6/30/2020 - 6/30/2021	12/30/2024	6/30/2025	Mark assigned from Foundation for Informed Medical Decision Making to Healthwise on 4/1/2014 4/14/21 per Sonia we still have clients using so will need to renew Declaration filed 6/30/21		
SHARED DECISION MAKING (Ilypen was removed from Mark in Decision-Making eff. 9/26/2015)	9/26/1995	9/26/2015	Videos concerning medical treatment and manuals	1.923.080	74380536	9	Begin renewal process	3/26/2025	9/26/2025	10/10 examiner asked for additional specimens for class 9; decision by Stacy Sand/Sonia Derives to drop class 9 Mark assigned from Foundation for Informed Medical Decision Making to Healthwise on 4/1/2014		
HEALTHWISE & Nonconcentric Circle design [stacked format]	3/24/2020		(41) Educational instruction services, namely, providing courses in the field of health education, health promotion, disease management, health care, self-care, and health-related topics via online publications, videos, and interactive content; Educational on-line training courses in the field of health education, health promotion, disease management, health care, self-care, and health-related topics (44) Providing healthcare information services, namely, information regarding symptoms, diagnosis, treatments, self-care, preventative care, and home care, providing healthcare information in the field of health education, health promotion, health care, and shared decision making about health and	6.016.432	88294783	41, 44	§56 & J5 Combined Declaration of Use and Incontestability due Between 5th & 6th years after registration. DUE 3/24/2025-3/24/2026	9/24/2029	3/24/2030	Declaration of Use and Application for Renewal due between the 5th & 10th years after registration (before 3/24/2030)	1/8/20 - USPTO has approved Healthwise's trademark application for its HEALTHWISE and Design mark, issued 3/24/2020	health wise

NAME	REG. DATE	LAST RENEWAL	GOODS & SERVICES	REG. NUMBER	SERIAL NUMBER	INTL CLASS		Begin Renewal Process	REG. EXPIRATION DATE	Notes	
HEALTHWISE CONNECTION YOUR LINK TO A HEALTHIER LIFE	11/6/2007	11/6/2017	(16) Newsletter in the field of healthcare and medical information for adults over 50 years of age that enables participants to obtain benefits, discounts, and ed information related to health care services and preventative care through use of a program membership card	2,102,597	75006867	9	Begin renewal process	4/7/2027	10/7/2027	Mark registered 11/6/07 by The Cleveland Clinic Foundation Corporation Ohio. Class 16 was removed from the registration in 2017 renewal.	HEALTHWISE
HEALTHWISE FOR EVERY HEALTH DECISION	3/7/2000	3/7/2020	Health web site	2,325,971	75617750	42	Begin renewal process	9/7/2029	3/7/2030	Most recent USPTO Renewal Acceptance dated 12/24/2019.	HEALTHWISE FOR EVERY HEALTH DECISION
HEALTHWISE ADVISE	12/12/2023		Electronic exchange of healthcare information through software applications and websites, namely, electronic delivery of education and information in the fields of health education, health promotion, disease management, health care, self care and health related topics and access tracking.	7,243,642	97096993	42, 44	Declaration of use due 12/12/2028			Trademark application filed 11/4/2021 Notice of Allowance issued March 28, 2023 December 12, 2023 - notice of registration received	HEALTHWISE ADVISE
HEALTHWISE ADVISE	12/12/2023		Electronic exchange of healthcare information through software applications and websites, namely, electronic delivery of education and information in the fields of health education, health promotion, disease management, health care, self care and health related topics and access tracking.	7243661	97108300	42, 44	Declaration of use due 12/12/2028			Trademark application filed 11/4/2021 Notice of Allowance issued March 28, 2023 December 12, 2023 - notice of registration received	healthwise ADVISE™
HEALTHWISE ADVISE	12/12/2023		Electronic exchange of healthcare information through software applications and websites, namely, electronic delivery of education and information in the fields of health education, health promotion, disease management, health care, self care and health related topics and access tracking.	7244794	97197682	44	Statement of Use or second extension due March 28, 2024			Trademark application filed 11/4/2021 Notice of Allowance issued March 28, 2023 Request for extension for Statement of Use filed September 28, 2023; granted	healthwise ADVISE™



HEALTHWISE, INCORPORATED  
FOREIGN TRADEMARKS

NAME	COUNTRY	REG. DATE	LAST RENEWAL	GOODS & SERVICES	REG. NUMBER	SERIAL NUMBER	CLASS		Begin Renewal Process	REG. EXPIRATION DATE	COUNSEL REF NO.	NOTES
HEALTHWISE	South Africa	6/12/2001	6/12/2021	Health website	2001/09504	Not on Reg Cert	42	Renewal	6/12/2039	6/12/2031		Copy of 6/12/2021 certificate of renewal rec'd from Hawley Troxell on 6/21/21
HEALTHWISE	New Zealand	8/10/1998		Electronic database	2963398	No File	9	Start renewal process 8/10/2024	8/10/2024	8/10/2025	395480, 395484 & 395488	AJPark.com is New Zealand counsel
HEALTHWISE	New Zealand	8/10/1998		Educational training	2963340	Not on Reg Cert	41	Start renewal process 8/10/2024	8/10/2024	8/10/2025	395480, 395484 & 395488	AJPark.com is New Zealand counsel
HEALTHWISE	New Zealand	8/10/1998		Health Website	2963342	No File	42	Start renewal process 8/10/2024	8/10/2024	8/10/2025	395480, 395484 & 395488	AJPark.com is New Zealand counsel
HEALTHWISE	India	7/31/2006		Elec databases; software for searching on computer discs and CD ROMS; Health Educ printed materials; Educ and training svcs; Health educ; namely global computer network website.	1,474,884	1474884	9, 16, 41, 42 (India Class 99 is for multi class application)	Start renewal review 7/31/2025	7/31/2025	7/31/2026	66351, 7-41	
HEALTHWISE	Australia	2/13/1997		Electronic database; education publications; health education	727746	1882389	9, 16, 41	Renewal	2/13/2026	2/13/2027		Mark was renewed 2/13/2017. If a registered mark is not used in Australia for three consecutive years, it will become vulnerable to cancellation and may be subject to a non-use action initiated by any interested third party. It is advisable continuously use the HEALTHWISE mark in Australia and to maintain dated records evidencing such use (e.g., records of sales, copies of purchase orders and invoices, samples of packaging materials, copies of advertisements, etc.).
HEALTHWISE FOR EVERY HEALTH DECISION & Spiral Design	Hong Kong	8/12/2017		Arranging and conducting of workshops [training]; Conducting educational seminars relating to medical and health care; Correspondence courses; Education Information; Educational services relating to health; Educational researches; Information services relating to education and training provided on-line from a computer database or the internet; Online education services; Online health-related training and education services; Practical training [demonstration]; Providing on-line electronic publications; not downloadable; Providing online health education; Providing on-line information relating to health education; Providing online training; Publication of books; Publication of electronic books and journals on-line; Publication of medical and health care publications; Publication of texts, other than publicity texts; Tuition.	TM No. 304382453		41	Renewal due 10 years from registration Effective Date = 12/8/2027	6/8/2027	8/12/2027		
HEALTHWISE	South Africa	1/9/1998	1/9/2018	Electronic database	1998/00239		9	Renewal	1/9/2027	1/9/2028		1998-2001 correspondence file office in G&L legal box #045

TRADEMARK

REEL: 008363 FRAME: 0405

HEALTHWISE, INCORPORATED  
FOREIGN TRADEMARKS

NAME	COUNTRY	REG. DATE	LAST RENEWAL	GOODS & SERVICES	REG. NUMBER	SERIAL NUMBER	CLASS		Begin Renewal Process	REG. EXPIRATION DATE	COUNSEL REF NO.	NOTES
HEALTHWISE & Spiral Design	CHINA/Community Trade Mark (CTM)	7/16/2008	7/17/2013	(9) Reproduced and adapted computer software, multimedia programs in the fields of health education, health promotion, disease management and health care, electronic databases of medical related info., including symptoms, diagnosis, treatments, home care and preventative care, and software for searching, re-organizing, displaying and printing the info. within the database, on CD & DVD; (45) Educational publications; booklets; pamphlets; brochures & periodicals in the fields of health education, health promotion, disease management, health care, self-care & health-related topics; (41) Education training and instruction in the field of health education, health promotion, disease management, health care, self-care and health related topics	EUTM File No. 007096381		9, 16, 41	Start renewal process	7/16/2027	7/16/2028	SP Ref: 0063651-0097343	11/13/2017 - delete and software for searching, re-organizing, displaying and printing the information within the database, on computer disks and CD-Ro from Class 9. We did not renew Cl. 16.
HEALTHWISE	Canada	9/17/1998		Electronic database; education publications; health education	TMA493,383	application #851,617	9, 16, 41	Renewal	9/17/2027	9/17/2028		TM renewed 9/17/2013. Begin renewal process 9/17/2028
HEALTHWISE & Spiral Design	United Kingdom	6/18/1999		Electronic database, health education, educational training, health website	2200547	2200547	9, 16, 41, 42	Renewal	6/18/2028	6/18/2029	UK2_66351-737	TM # UK00002200547
HEALTHWISE FOR EVERY HEALTH DECISION	South Africa	6/21/1999	6/21/2009	Health Website	1999/10883	1999/10883	42	Renewal	6/21/2028	6/21/2029		Reg No. 1999/10883
HEALTHWISE	Israel	10/11/1999		Electronic database	121806	Not on Reg Cert	9	Renewal due, good for 14 years	8/9/2028	8/9/2029		Class 9
HEALTHWISE	Israel	10/11/1999		Health website	121509	Not on Reg Cert	42	Renewal due, good for 14 years	8/9/2028	8/9/2029		Class 42
HEALTHWISE	Puerto Rico	6/29/1998	2/3/2020	Medical information via comp network	43,378	Not on Reg Cert	42	Renewal due 6/29/2030	6/29/2027	6/29/2028		
HEALTHWISE FOR EVERY HEALTH DECISION	Puerto Rico	6/29/1998	2/3/2020	Electronic database	43,379	Not on Reg Cert	9	Renewal due 6/29/2030	6/29/2027	6/29/2028		
HEALTHWISE & Spiral Design	Canada	5/17/2001		Health website	TMA45,288	File #1007347	42	Renewal	5/17/2030	5/17/2031	Sikel #: 66351/718	TM renewed 4/28/2016; begin renewal process 11/17/2030.
HEALTHWISE & Spiral Design	OH/IN/Community Trade Mark (CTM)	9/12/2009		Information in the field of health promotion, provided on-line by a computer database or from the Internet (35); Information in the field of health education, provided on-line from a computer database or from the Internet (41); Health information storage and retrieval services; provision of health information, information in the fields of disease management and healthcare, provided on-line by a computer database or from the Internet (44)	008520141		35, 41, 44	Renewal	9/30/2028	9/17/2029	TM 25724	Reg No. 008520141
HEALTHWISE	China	12/13/2020		Education information; Tutor; Providing on-line electronic publications, not downloadable; Practical training [demonstration]; Publication of texts, other than publicly views; Educational Researches Bookmobile services; Arranging and conducting of workshops [training]; Publication of books; Publication of electronic books and journals on-line; Correspondence courses	37,235,434		41	Renewal due 12/13/2029	1/1/2029	12/13/2029	Wilkwood/All Bell	8/12/2022 determined not to take any further action including documentation of use as sole client in China will terminate contract on 12/31/2022

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REEL: 008363 FRAME: 0406

RECORDED: 03/07/2024