

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM320329

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Dr. Elaine R. Ferguson		10/16/2014	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	One Health, LLC		
Street Address:	422-1 Wessex Road		
City:	Valparaiso		
State/Country:	INDIANA		
Postal Code:	46385		
Entity Type:	LIMITED LIABILITY COMPANY: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4246207	ONEHEALTH	
CORRESPONDENCE DATA			
Fax Number:			
<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:	312.251.2292		
Email:	nremien@rmczlaw.com		
Correspondent Name:	Natalie A. Remien		
Address Line 1:	55 W. Monroe St., Ste. 1700		
Address Line 4:	Chicago, ILLINOIS 60603		
NAME OF SUBMITTER:	Natalie A. Remien		
SIGNATURE:	/nar/		
DATE SIGNED:	10/16/2014		
Total Attachments: 3			
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OP \$40.00 4246207

TRADEMARK TRANSFER AND ASSIGNMENT AGREEMENT

This Trademark and Copyright Transfer and Assignment Agreement ("Agreement") is entered into as of October 16, 2014 (the "Effective Date") between Dr. Elaine R. Ferguson, an individual residing in the State of Indiana ("Transferor" or "EF"), and One Health, LLC, ("Transferee" or "OH"), an entity formed under the laws of the State of Delaware.

RECITALS:

WHEREAS, TRANSFEROR is the owner of US Reg. No. 4246207 for the trademark ONEHEALTH for health care services, namely, wellness programs ("Mark");

WHEREAS, TRANSFEROR is the owner of other intellectual property rights in and to Mark, which includes, but is not limited to, rights accrued by the use of licensees of Mark (collectively, "Property");

WHEREAS, TRANSFEROR is the owner of the goodwill of the business, symbolized thereby in connection with the goods/services on which the Marks and Property are used (collectively, "Products"); and

WHEREAS, TRANSFEROR desires to convey, transfer, assign, deliver, and contribute to TRANSFEEE all of its right, title, and interest in and to the Mark, Property, and Products.

NOW, THEREFORE, in accordance with the following recitals and the mutual covenants contained herein, and in consideration of payment of One Dollar (\$1.00), the Parties agree as follows:

AGREEMENT:

- 1) Grant. Transferor shall convey, transfer, assign, deliver, and contribute to Transferee all of Transferor's:
 - a. Right, title, and interest of whatever kind in and to the Mark and Property;
 - b. Goodwill of the business relating to the Products;
 - c. All income, royalties, and damages hereafter due or payable to Transferor with respect to the Mark and Property, including, without limitation, damages and payments for past or future infringements and misappropriations of the Mark and Property;
 - d. All rights to sue for past, present and future infringements or misappropriations of the Mark and Property; and

EF: EF
OH: OH

- e. All rights to use, brand, own, register or otherwise adopt any mark and/or designation identical or confusingly similar to Mark in connection with the same, similar, or related goods and services.

This Agreement shall be binding upon the Parties hereto and their representatives, successors, and assigns.

- 2) Duties of Transferee. Transferee shall file all required documentation with the United States Trademark Office to transfer ownership of Mark from Transferor to Transferee.
- 3) Recordation of Transfer and Assignment. Both Parties agree to cooperate to execute all documents, papers, forms and authorizations and take all other actions that may be necessary for securing, completing, or vesting in Transferee full right, title, and interest in the Mark and Property as delineated in the Recitals section. This shall include the recordation of this Agreement with the United States Patent and Trademark Office. However, both Parties shall carry their own costs including, but not limited to, recordation fees, notarization, and attorney fees.
- 4) Governing Law and Dispute Resolution. This Agreement shall be construed, interpreted, and governed in all respects in accordance with the laws of Indiana, USA, without giving effect to any conflict of law rule or principal that might result in the application of the laws of another jurisdiction.
- 5) Entire Agreement. The Agreement reflects the complete understanding and contract between the Parties and supersedes all other previous agreements between the Parties and their respective predecessors in interest, whether written, oral or implied.
- 6) Severability. In the event any portion or term of this Agreement is found to be unenforceable, illegal, void or otherwise inoperative, the balance of the Agreement shall be construed, where possible, as fully operative and unimpaired.
- 7) Headings. The underlined and/or bolded paragraph headings are for ease of reference only and do not add any substantive terms to the Agreement or have any significance in construing the Agreement.
- 8) Signatures. This Agreement may be signed in counterparts, with facsimile or photocopy, or electronically imaged signatures bearing full weight and effect as the original.

EF: EF
OH: OH

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of the Effective Date.

Elaine R. Ferguson

Dr. Elaine R. Ferguson (TRANSFEROR):

One Health, LLC (TRANSFeree):

Signature: *Elaine R. Ferguson MD*

Name: *Elaine R. Ferguson MD*

Date: *10.16.14*

Signature: *Elaine R. Ferguson MD*

Name: *Elaine R. Ferguson*

Date: *10.16.14*

Title: *CEO*

EF: EF
OH: OH