

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM425112

<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>
OurHealth Holding Company, LLC		04/04/2017	Limited Liability Company: INDIANA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	OurHealth, LLC		
<b>Street Address:</b>	One American Square		
<b>Internal Address:</b>	Suite 2610		
<b>City:</b>	Indianapolis		
<b>State/Country:</b>	INDIANA		
<b>Postal Code:</b>	46282		
<b>Entity Type:</b>	Limited Liability Company: INDIANA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4191248	OURHEALTH	
<b>Registration Number:</b>	5003712	MY CLINIC	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3172371000		
<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>	317.237.0300		
<b>Email:</b>	int eas@faegrebd.com		
<b>Correspondent Name:</b>	Louis Perry/Marla Manning		
<b>Address Line 1:</b>	300 N. Meridian Street		
<b>Address Line 2:</b>	Suite 2700		
<b>Address Line 4:</b>	Indianapolis, INDIANA 46204-1750		
<b>NAME OF SUBMITTER:</b>	Marla Manning		
<b>SIGNATURE:</b>	/Marla Manning/		
<b>DATE SIGNED:</b>	04/26/2017		
<b>Total Attachments: 4</b>			
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## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Agreement"), is made as of this 26th day of April, 2017 (the "Effective Date") by and between OurHealth Holding Company, LLC, an Indiana limited liability company (the "Assignor"), and OurHealth LLC, an Indiana limited liability company (the "Assignee"), in connection with that certain Contribution Agreement between Assignee and Assignor, dated as of April 4, 2017 (the "Contribution Agreement").

WHEREAS, the Assignor is the owner of those certain trademarks and federal trademark applications on file with the United States Patent and Trademark Office (the "USPTO");

WHEREAS, Assignor and Assignee have entered into that certain Contribution Agreement for the purpose of Assignee, as a wholly-owned subsidiary of Assignor, continuing the business of Assignor associated with those certain trademarks and associated goodwill; and

WHEREAS, pursuant to the Contribution Agreement, Assignor, has conveyed, transferred, and assigned to Assignee, among other assets, those certain trademarks, more particularly described in Section 1, and all associated and underlying goodwill, and has agreed to execute and deliver such additional documents, instruments, conveyances, and assurances as may be reasonably required to carry out the provisions of the Contribution Agreement.

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NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor irrevocably conveys, transfers, and assigns to Assignee, and Assignee accepts, all of Assignor's right, title, and interest in and to the trademarks and federal trademark applications set forth on Schedule 1, attached hereto and incorporated herein by reference, and all issuances, extensions, and renewals thereof, together with all of the goodwill of the business connected with, arising out of, or in relation to, the use of, and symbolized by, such trademarks (such trademarks and goodwill collectively being the "Assigned Trademarks"), the following:

a. the trademark applications for the Assigned Trademarks, any resulting registrations, and all extensions and renewals thereof;

b. all rights of any kind accruing to Assignor pursuant to the Assigned Trademarks provided by the applicable law of any jurisdiction, by international treaties or conventions, or otherwise throughout the world;

c. any and all royalties, fees, income, payments, and other proceeds of any kind, whether now or hereafter due and payable, with respect to the Assigned Trademarks; and

d. any and all claims, causes of action, or other enforcement rights with respect to the Assigned Trademarks, whether the same accrue before, on, or after the Effective Date, including, without limitation, all rights to and claims for damages, restitution, injunctive, or other legal and equitable relief for past, present, or future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right, but not the obligation, to sue for any available legal or equitable relief for any of the foregoing, and to collect or otherwise recover any of the foregoing damages.

2. Recordation and Further Action. Assignor hereby authorizes the Commissioner for Trademarks in the USPTO to record and register this Agreement, and do all other required action to effectuate and reflect the assignment contemplated herein, upon request of the Assignee. Following the Effective Date, upon Assignee's request, Assignor shall take all such steps and actions, and provide cooperation and assistance to Assignee, and Assignee's successors, assigns, and legal representatives, including, without limitation, the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Trademark to Assignee contemplated by this Agreement.

3. Terms of the Contribution Agreement Not Superseded. This Agreement is entered into pursuant to that certain Contribution Agreement, which such Contribution Agreement more fully states the rights and obligations of the parties hereto. The terms, conditions, representations, warranties, covenants, agreements, and indemnities contained in the Contribution Agreement shall not be superseded by anything contained herein. To the extent that the terms of the Contribution Agreement conflict with the terms of this Agreement, the terms of the Contribution Agreement shall control.

4. Limited Power of Attorney. Assignor hereby irrevocably appoints and constitutes Assignee as Assignor's attorney-in-fact for the limited purpose of executing any and all additional documents that may be required to effectuate the transfer of the Assigned Trademarks pursuant to this Agreement. Assignor acknowledges that this limited power of attorney is coupled with an interest, in that Assignee has an interest in the Assigned Trademarks pursuant to the Contribution Agreement and this Agreement, and that in addition to any other consequences under law, this power shall survive the Assignor's dissolution so long as any obligations related to the transfer of the Assigned Trademarks pursuant to the Contribution Agreement and this Agreement remain outstanding.

5. Entire Agreement. This Agreement and the Contribution Agreement shall constitute the entire understanding of the parties hereto with respect to the subject matter hereof and thereof, and expressly supersede any prior or contemporaneous communications, whether written or oral, with respect to the subject matter contained herein and therein.

6. Counterparts. This Agreement may be executed in multiple counterparts and by electronic PDF signature and transmission, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

7. Amendment | Assignability. This Agreement may only be assigned or amended with the prior written consent of the parties hereto.

8. Headings. Headings have been inserted into this Agreement solely for the benefit of the reader and shall not be used in the construction of this Agreement.

9. Governing Law. This Agreement and any claim, controversy, dispute, or cause of action based upon, arising out of, or in any way relating to this Agreement shall be governed by and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision thereof.

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IN WITNESS WHEREOF, Assignor has duly executed and delivered, and Assignee acknowledges and accepts, this Agreement as of the 26<sup>th</sup> day of April, 2017.

**ASSIGNOR**

**OurHealth Holding Company, LLC**, an Indiana limited liability company

By: Jeffrey M Wells  
Printed Name: Jeffrey M Wells  
Title: President

**ASSIGNEE**

**OurHealth, LLC**, an Indiana limited liability company

By: Jeffrey M Wells  
Printed Name: Jeffrey M Wells  
Title: President

**SCHEDULE 1 TO THE  
TRADEMARK ASSIGNMENT AGREEMENT**

<b>TRADEMARK</b>	<b>APPLICATION NO.</b>	<b>FILED</b>	<b>REGISTRATION NO.</b>	<b>REGISTRATION DATE</b>
<b>OURHEALTH</b>	85135724	September 22, 2010	4191248	August 14, 2012
<b>MY CLINIC</b>	86024360	July 31, 2013	5003712	July 19, 2016