

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM447566

<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>
Med Help International, Inc.		10/05/2017	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Vitals Consumer Services, LLC		
<b>Street Address:</b>	160 Chubb Avenue		
<b>City:</b>	Lyndhurst		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	07071		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3572687	MED HELP	
<b>Registration Number:</b>	3572688	MED HELP INTERNATIONAL	
<b>Registration Number:</b>	5159168	MEDHELP	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3126165700		
<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>	312-616-5600		
<b>Email:</b>	trademark@leydig.com		
<b>Correspondent Name:</b>	Mark J. Liss		
<b>Address Line 1:</b>	Two Prudential Plaza, 180 N. Stetson Ave		
<b>Address Line 2:</b>	Suite 4900		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60601		
<b>NAME OF SUBMITTER:</b>	Mark J. Liss		
<b>SIGNATURE:</b>	/Mark J. Liss/		
<b>DATE SIGNED:</b>	10/17/2017		
<b>Total Attachments: 8</b>			
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source=Assignment - Vitals Consumer Services, LLC#page8.tif

ASSIGNMENT OF INTELLECTUAL PROPERTY

This ASSIGNMENT OF INTELLECTUAL PROPERTY (this "Assignment") is entered into and made effective as of October 5, 2017, by and between Med Help International, Inc., a Delaware corporation ("Contributor"), and Vitals Consumer Services, LLC, a Delaware limited liability company (the "Company", and together with Contributor, the "Parties", and each individually, a "Party").

A. The Company and Contributor are parties to that certain Asset Contribution Agreement, dated as of October 5, 2017 (as amended, restated, or otherwise modified from time to time, the "Contribution Agreement"). Capitalized terms used but not otherwise defined in this Assignment shall have the respective meanings ascribed to such terms in the Contribution Agreement.

B. Pursuant to the terms and conditions of the Contribution Agreement, the Company has agreed to convey, transfer, and assign to Contributor, among other assets, certain intellectual property of the Company, and the Company and Contributor have agreed to execute and deliver this Assignment for recording with Governmental Authorities, including, but not limited to, the United States Patent and Trademark Office (the "USPTO").

C. This Assignment is being executed and delivered by the Parties in connection with the consummation of the transactions contemplated by the Contribution Agreement.

The Parties, therefore, hereby agree as follows.

1. Assignment. In consideration for the execution of the Contribution Agreement, the payment of the consideration stipulated in the Contribution Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to be effective as of the Closing, the Company irrevocably conveys, transfers, and assigns to Contributor, and Contributor accepts, all of the Company's right, title, and interest in, to, and under the following (collectively, the "Assigned IP"):

(a) the copyright registrations and applications for registration set forth on Schedule 1 hereto, and all issuances, extensions and renewals thereof (collectively, the "Copyrights");

(b) the trademark registrations and applications set forth on Schedule 2 hereto, together with the goodwill connected with the use thereof and symbolized thereby, and all issuances, extensions, and renewals thereof (collectively, the "Trademarks");

(c) the internet domain names of the Company listed on Schedule 3 hereto, together with the goodwill connected with the use thereof (collectively, the "Domain Names");

(d) all rights of any kind whatsoever of the Company 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);

(e) 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

(f) 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. The Company authorizes the Register of Copyrights in the United States Copyright Office, the Commissioner for Trademarks in the USPTO, and any other governmental officials to record and register this Assignment upon request by Contributor. The Company shall take such reasonable steps and actions following the date hereof as reasonably requested by Contributor, including the execution of documents, files, registrations, or other similar items, to assist in the proper assignment of the Assigned IP to Contributor, or any Contributor or successor thereto.

3. Terms of the Contribution Agreement. Nothing contained in this Assignment shall be deemed to modify, limit, expand, supersede, or amend any rights or obligations of the Company or Contributor under the Contribution Agreement. To the extent any conflict arises between any of the terms and provisions of this Assignment and any of the terms and provisions of the Contribution Agreement, the terms and provisions of the Contribution Agreement shall govern and control.

4. Successors and Assigns. Neither this Assignment nor any of the rights, interests or obligations hereunder shall be assigned by either Party (whether by operation of law or otherwise) without the prior written consent of the other Party. Subject to the preceding sentence, this Assignment 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 Assignment 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 Assignment may be executed in multiple counterparts, each of which shall be an original, but all of which together shall constitute one and the same agreement. This Assignment, any and all agreements and instruments executed and delivered in accordance herewith, along with any amendments hereto or thereto, to the extent signed and delivered by means of a facsimile machine or email delivery of a ".pdf" or similar format data file, shall be treated in all manner and respects and for all purposes as an original signature, agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. No Party hereto shall raise the use of a facsimile machine or e-mail delivery of a ".pdf" or similar format data file to deliver a signature to this Assignment or any amendment hereto or the fact that such signature was transmitted or communicated through the use of a facsimile machine or e-mail delivery of a ".pdf" or similar

format data file as a defense to the formation or enforceability of a contract and each Party hereto forever waives any such defense.

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

[SIGNATURE PAGE FOLLOWS]

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

CONTRIBUTOR:

Med Help International, Inc.

By:

Name:

Title:

*John L. Bridge*  
*John L. Bridge*  
*CEO & Treasurer*

COMPANY:

Vitals Consumer Services, LLC

By: \_\_\_\_\_

Name:

Title:

[SIGNATURE PAGE TO MED HELP - ASSIGNMENT OF INTELLECTUAL PROPERTY]

TRADEMARK  
REEL: 006184 FRAME: 0304

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

CONTRIBUTOR:

Med Help International, Inc.

By: \_\_\_\_\_  
Name:  
Title:

COMPANY:

Vitals Consumer Services, LLC

By: Bryan Perler  
Name: Bryan Perler  
Title: CFO

[SIGNATURE PAGE TO MED HELP - ASSIGNMENT OF INTELLECTUAL PROPERTY]

SCHEDULE 2

TRADEMARKS AND TRADEMARK APPLICATIONS

The trademarks listed on Exhibit B of the Contribution Agreement are incorporated herein by reference.



Exhibit B

Transferred Assets

- a) The following Contracts (collectively, the "Transferred Contracts"):
- 1) Insertion Order #O-R7DN-R5, dated as of June 27, 2017 by and between McCann Relationship Marketing and the Contributor.
  - 2) Insertion Order, dated March 31, 2017, by and between AdSupply, Inc. and the Contributor.
  - 3) Order Number 8544-4, dated June 1, 2017, by and between Horizon Media, Inc., on behalf of Gilead Sciences, Inc., and the Contributor, as amended by that certain Insertion Order Addendum, dated November 16, 2015, and as further amended by that certain Insertion Order Addendum Amendment, dated February 16, 2017.
  - 4) Insertion Order, dated March 30, 2017, by and between United Health Solutions Pvt. Ltd. and the Contributor.
  - 5) Insertion Order, dated October 27, 2016, by and between Defy Media, LLC and the Contributor.
  - 6) Inventory Partnership Agreement, dated January 1, 2017, by and between Yieldbot, Inc. and the Contributor.
  - 7) Services Agreement, dated October 31, 2016, by and between the Contributor and Outsourced Ad Ops, LLC, as amended by that certain Letter Amendment, dated February 15, 2017.
  - 8) Agreement, dated January 29, 2016, by and between Petametries Inc. and the Contributor. Please note that term of this agreement has expired and that the Contributor is in the process of negotiating an extension. Such extension shall be executed following the Closing.
  - 9) Consulting Agreement, dated September 16, 2016, by and between Karen Barrett and the Contributor.
  - 10) Consulting Agreement, dated September 16, 2016, by and between Kirstie Ruffolo and the Contributor.
  - 11) Google AdSense Terms of Service, between Contributor and Google, Inc.
  - 12) Google DoubleClick Ad Exchange (AdX) Seller Program Guidelines, between Contributor and Google, Inc.

13) The terms of use of the vendor relationships for online services related to the Transferred Assets set forth in subsection c).

14) The terms of use related to the Google Analytics instrumentation and account referenced in subsection f).

b) The following personal laptops:

- a. MacBook Air 13-inch, SN: C02KJ0X6DRVF, purchased in 2012
- b. MacBook Pro 15-inch, SN: C02P7320G3QD, purchased in 2014

c) The following vendor relationships for online services related to the Transferred Assets:

Vendor	Terms of Use
Amazon Web Services	<a href="https://aws.amazon.com/service-terms/">https://aws.amazon.com/service-terms/</a>
Atlassian (Jira, Confluence)	<a href="https://www.atlassian.com/legal/customer-agreement">https://www.atlassian.com/legal/customer-agreement</a>
GitHub	<a href="https://help.github.com/articles/github-terms-of-service/">https://help.github.com/articles/github-terms-of-service/</a>
Loggly	<a href="https://www.loggly.com/about/terms-of-use/">https://www.loggly.com/about/terms-of-use/</a>
Mixpanel	<a href="https://mixpanel.com/terms/">https://mixpanel.com/terms/</a>
Pingdom	<a href="https://www.pingdom.com/legal/software-service-agreement">https://www.pingdom.com/legal/software-service-agreement</a>
Google DFP	<a href="https://www.google.com/intl/en_ALL/doubleclick/tos/dfp-api-terms.html">https://www.google.com/intl/en_ALL/doubleclick/tos/dfp-api-terms.html</a>

d) The following trademarks:

MarkName	Country	Registration Number	Registration Date	Renewal Date
MED HELP	Australia	994246	02/18/2009	02/18/2019
MED HELP	European Union	994246	02/18/2009	02/18/2019
MED HELP	International Registration	994246	02/18/2009	02/18/2019
MED HELP INTERNATIONAL	United States	3572688	02/10/2009	02/10/2019
MEDHELP and Design	United States	5159168	03/14/2017	03/14/2027
MED HELP	United States	3572687	02/10/2009	02/10/2019

e) The following domain names: