

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM481404

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	IP Transfer Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Policy Medical Inc.		07/03/2018	Corporation: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	iContracts, Inc.		
<b>Street Address:</b>	1011 US Route 22 West		
<b>Internal Address:</b>	Suite 104		
<b>City:</b>	Bridgewater		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	08807		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3798561	POLICYMEDICAL	
<b>Registration Number:</b>	3685180	POLICYMANAGER	
<b>Serial Number:</b>	87786856	CONTRACTS MANAGER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8664912666		
<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>	2128082700		
<b>Email:</b>	rizzosd@pepperlaw.com		
<b>Correspondent Name:</b>	Pepper Hamilton LLP		
<b>Address Line 1:</b>	620 EIGHTH AVENUE, 38th Floor		
<b>Address Line 4:</b>	New York, NEW YORK 10018		
<b>ATTORNEY DOCKET NUMBER:</b>	145376.4		
<b>NAME OF SUBMITTER:</b>	Samantha Rizzo		
<b>SIGNATURE:</b>	/Samantha Rizzo/		
<b>DATE SIGNED:</b>	07/11/2018		
<b>Total Attachments: 5</b>			
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**IP TRANSFER AGREEMENT**

**THIS IP TRANSFER AGREEMENT** (this “*Agreement*”) is made effective as of July 3, 2018 (“*Effective Date*”) and entered into by and between Policy Medical Inc., an Ontario corporation (“*Assignor*”) and iContracts, Inc., a Delaware corporation (“*Assignee*”).

**RECITALS**

**WHEREAS**, concurrently with the execution and delivery of this Agreement, Assignor, Assignee, Canada PolicyStat, Inc., a British Columbia company, Saud Jaman-Yassin, a natural person, Juman Healthcare Technologies Inc., an Ontario corporation, The Kumar Family Trust, The Leahy Family Trust, and solely for purposes of **Section 6.3**, each of Sanjaya Kumar and Thomas C. Leahy are entering into that certain Asset Purchase Agreement (the “*APA*”); and

**WHEREAS**, pursuant to the terms and conditions of the APA, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, all of Assignor’s right, title and interest, in all jurisdictions throughout the world, in and to the Seller Intellectual Property, including, without limitation, the Registered Owned Seller Intellectual Property described on Schedule A attached hereto.

**NOW, THEREFORE**, as an additional, material inducement for Assignee to enter into the APA, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee its entire right, title and interest in and to the Seller Intellectual Property in the United States and all foreign countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, all goodwill associated therewith and all other corresponding rights that are or may be secured under the laws and/or treaties of the United States or any foreign country, now or hereafter in effect, for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors, assigns or other legal representatives, at least as fully and entirely as the same would have been held and enjoyed by Assignor if this Agreement had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Seller Intellectual Property, with the right to sue for and collect the same in Assignee’s own name.

Assignor hereby requests the Commissioner of Patents and Trademarks, the Register of Copyrights and the corresponding entities and agencies in any applicable foreign countries to record Assignee as the assignee and owner of the Seller Intellectual Property.

Assignor will take, and will cause its employees and independent contractors to take, all further commercially reasonable actions, and provide to Assignee, Assignee’s successors, assigns or other legal representatives, all such commercially reasonable cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney and other documentation), requested by Assignee to more fully and effectively effectuate the purposes of this Agreement, including, without limitation, with respect to the following: (a) the preparation and prosecution of any application for registration, or any application for renewal of a registration, relating to any of the rights assigned herein; (b) the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the rights assigned herein, including, without limitation, testifying as to any facts relating to the Seller Intellectual Property and this Agreement; (c) obtaining by Assignee any additional protection relating to the rights assigned herein that Assignee reasonably may deem appropriate that may be secured under the

laws now or hereafter in effect in the United States or any foreign country; and (d) in the implementation or perfection of this Agreement in all applicable jurisdictions throughout the world, all at Assignee's sole cost and expense.

This Agreement will be governed by and construed in accordance with the domestic laws of the State of Delaware without giving effect to any conflict of laws rule that would cause the application of the laws of any other jurisdiction.

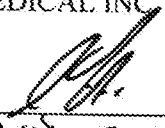
This Agreement may be executed in one or more counterparts, each of which when executed will be deemed to be an original, but all of which taken together will constitute one and the same agreement. Facsimile or scanned signatures will be as valid as original signature

*[remainder of page left intentionally blank]*

IN WITNESS WHEREOF, Assignor and Assignee have caused this IP Transfer Agreement to be executed by their respective duly authorized representatives and to be effective as of the Effective Date.

**"ASSIGNOR"**

POLICY MEDICAL INC.

By:   
Name: SAUD JUMAN YASSIN  
Title: CEO & President

**"ASSIGNEE"**

ICONTRACTS, INC.

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

IN WITNESS WHEREOF, Assignor and Assignee have caused this IP Transfer Agreement to be executed by their respective duly authorized representatives and to be effective as of the Effective Date.


**"ASSIGNOR"**

POLICY MEDICAL, INC.

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

**"ASSIGNEE"**

ICONTRACTS, INC.

By:  \_\_\_\_\_  
Name: Todd Venetianer  
Title: Chief Operating Officer

[Signature Page to IP Transfer Agreement]

**SCHEDULE A**

**Registered Owned Seller Intellectual Property**

Trademarks:

<b>Country</b>	<b>Trademark</b>	<b>Reg. No. / App. No.</b>	<b>Class</b>	<b>Status</b>
USA	POLICYMEDICAL	Reg. No.: 3,798,561 App. No.: 77/756,464	9	Registered
USA	POLICYMANAGER	Reg. No.: 3,685,180 App. No.: 77/555,297	9	Registered
USA	CONTRACTS MANAGER	App. No.: 87/786,856	42	Pending

Domain names:

- [www.policymedical.com](http://www.policymedical.com)
- [www.policymedical.net](http://www.policymedical.net)