

900461071 08/03/2018

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM484754

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	2		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
MDX MEDICAL, INC.		08/01/2018	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
Name:	VITALS CONSUMER SERVICES, INC; LLC		
Street Address:	160 Chubb Avenue, Suite 301		
City:	Lyndhurst		
State/Country:	NEW JERSEY		
Postal Code:	07071		
Entity Type:	Corporation: DELAWARE (Limited Liability Company)		
<b>PROPERTY NUMBERS Total: 6</b>			
Property Type	Number	Word Mark	
Registration Number:	3612937	VITALS	
Registration Number:	4742748	VITALS	
Registration Number:	4742744	VITALS	
Registration Number:	4574546	U UCOMPAREHEALTHCARE	
Registration Number:	4743643	VITALSCHOICE	
Registration Number:	4925593	VITALS SMARTSHOPPER	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	9735972400		
<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:	973-597-2500		
Email:	lstrademark@lowenstein.com		
Correspondent Name:	Matthew P. Hintz, Esq.		
Address Line 1:	Lowenstein Sandler LLP		
Address Line 2:	One Lowenstein Drive		
Address Line 4:	Roseland, NEW JERSEY 07068		
ATTORNEY DOCKET NUMBER:	21732.27		
NAME OF SUBMITTER:	Matthew P. Hintz, Esq.		
SIGNATURE:	/Matthew P. Hintz, Esq./		

3612937

<b>DATE SIGNED:</b>	08/03/2018
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**Total Attachments: 4**

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## ASSIGNMENT AGREEMENT

This ASSIGNMENT AGREEMENT (this "Assignment Agreement") is entered into and made effective as of August 1, 2018, by and between MDX Medical, 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 (i) that certain Asset Contribution Agreement, dated as of October 5, 2017 (the "Contribution Agreement"), and (ii) that certain License Agreement, dated as of October 5, 2017 (the "License Agreement").

B. Concurrently with the execution of this Assignment Agreement, the Company, Contributor, Med Help International, Inc. and WebMD, LLC are entering into a Purchase Agreement pursuant to which the Contributor and Med Help International, Inc. will sell their membership interests in the Company to WebMD, LLC (the "Purchase Agreement" and "Sale Transaction" respectively).

C. In connection with the Sale Transaction, (i) the Company and Contributor are amending and restating the License Agreement, and (ii) the Contributor has agreed to convey, transfer, and assign to the Company certain intellectual property of the Contributor, and for that purpose the Company and Contributor have agreed to execute and deliver this 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, the Contributor irrevocably conveys, transfers, and assigns to the Company, and the Company accepts, all of the Contributor'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) 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) all rights of any kind whatsoever of the Contributor 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);

(d) 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

(e) 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 Contributor authorizes the Register of Copyrights in the United States Copyright Office, the Commissioner for Trademarks in the United States Patent and Trademark Office (the “USPTO”), and any other governmental officials to record and register this Assignment Agreement upon request by the Company. The Contributor shall take such reasonable steps and actions following the date hereof as reasonably requested by the Company, including the execution of documents, files, registrations, or other similar items, to assist in the proper assignment of the Assigned IP to the Company or any successor thereto. Company will redact Schedule 1 from any copy of this Assignment Agreement that is submitted for recordation or that may otherwise become publicly available.

3. Successors and Assigns. Neither this Assignment Agreement 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 Agreement will be binding upon, inure to the benefit of and be enforceable by the Parties and their respective successors and permitted assigns.

4. Governing Law. This 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.

5. Counterparts. This Assignment Agreement 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 Agreement, 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.

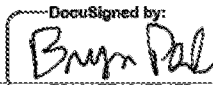
6. Amendment and Modification. This Assignment Agreement may be amended by the Parties at any time only by a written instrument signed by each of the Parties.

[SIGNATURE PAGE FOLLOWS]

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

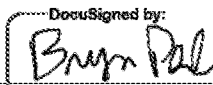
**CONTRIBUTOR:**

MDX Medical, Inc.

By:   
Name: Bryan Perler  
Title: CFO

**COMPANY:**

Vitals Consumer Services, LLC

By:   
Name: Bryan Perler  
Title: CFO

**SCHEDULE 2**

**TRADEMARKS AND TRADEMARK APPLICATIONS**

“Vitals” Reg. No. 3,612,937 (US)

“VITALS” Reg. No. 4,742,748 (US)

“vitals” with design Reg. No. 4,742,744

VITALS TMA773,520 1355070 (Canada)

UCompareHealthCare & Design, Reg. No. 4,574,546 (US)

“VitalsChoice” Reg. No. 4,743,643 (US)

“VitalsSmartShopper” Reg. No. 4,925,593 (US)