

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM505101

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Aptus Health Inc		12/10/2018	Corporation: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	SymmetryRx, LLC		
Street Address:	923 Alden Bridge Drive		
City:	Cary		
State/Country:	NORTH CAROLINA		
Postal Code:	27519		
Entity Type:	Limited Liability Company: NORTH CAROLINA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	85892051	ESAMPLE	
Serial Number:	76181688	MEDMANAGE	
Serial Number:	76181763	MEDMANAGE	
Serial Number:	85882668	MSAMPLE	
Serial Number:	77430166	RECURRING REQUEST	
Serial Number:	78614071	XPRESSSIGN	
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:	9196361522		
Email:	hbarnes@barneslawnc.com		
Correspondent Name:	Barnes Law Firm, PLLC		
Address Line 1:	PO Box 65		
Address Line 4:	Morrisville, NORTH CAROLINA 27560		
NAME OF SUBMITTER:	Houston Barnes		
SIGNATURE:	/Houston Barnes/		
DATE SIGNED:	01/09/2019		

OP \$165.00 85892051

Total Attachments: 6

source=20181210 Signed IP Assignments#page1.tif

source=20181210 Signed IP Assignments#page2.tif

source=20181210 Signed IP Assignments#page3.tif

source=20181210 Signed IP Assignments#page4.tif

source=20181210 Signed IP Assignments#page5.tif

source=20181210 Signed IP Assignments#page6.tif

INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT AGREEMENT

This Intellectual Property Rights Assignment Agreement ("Agreement") is entered into as of the 30th day of November, 2018, by and between Aptus Health, Inc. (the "Assignor"), having its primary place of business at 55 Walkers Brook Drive, Suite 500, Reading, MA 01867, and SymmetryRX, LLC (the "Assignee") having its primary place of business at 923 Alden Bridge Drive, Cary, NC 27519 (collectively the "Parties").

WHEREAS, Assignor is the sole and exclusive owner of all right, title and interest in and to the patents listed in Exhibit A hereto (the "Patents"), and the sole and exclusive owner of all right, title and interest in and to the trademark registrations listed in Exhibit B hereto (the "Marks");

WHEREAS, Assignee wishes to acquire all right, title and interest in and to the Patents and the Marks, and Assignor wishes to sell all its right, title and interest in and to the Patents and Marks to Assignee;

NOW, THEREFORE, in consideration of the mutual promises, covenants, warranties, and other good and valuable consideration set forth herein, and in accordance with applicable law, the Parties hereby agree as follows:

1. *Assignment.* Assignor hereby assigns and transfers to Assignee, its successors and assigns, all of Assignor's: (i) right, title and interest in and to the inventions described and claimed in the Patents, and any divisions, continuations, continuations-in-part, renewals, reissues, extensions, reissues derived therefrom; and (ii) all right, title and interest in and to the Marks, together with the goodwill connected with the use of and symbolized by the Marks, and with the right to recover damages and profits for past infringement of the Patents and the Marks, if any;
2. *Payment.* In consideration of the assignment of the Patent pursuant to this Agreement, and of the promises and covenants contained herein, Assignee shall pay to Assignor the Purchase Price as defined and described in the Asset Purchase Agreement by and between Assignor and Assignee date November 30, 2018 ("APA"), payable as provided in the APA.
3. *Assignor's Representations and Warranties.* Assignor hereby represents and warrants
 - i) that it has the legal right and authority to execute this Agreement, and to validly assign the entire interest in the Patents to Assignee,
 - ii) that it has not executed any other agreement that would conflict with the terms of this Agreement, nor shall it execute any such agreement in the future,
 - iii) that to the best of Assignor's knowledge, the Patents are valid and enforceable as of the date of this Agreement. Assignor makes no representations or warranties as to the validity or enforceability of the Patents subsequent to the date of this Agreement, and

iv) the Assignor is granting the right to sue for infringement that occurred prior to the date of assignment.

4. *Patent Status.* Assignee hereby acknowledges that any finding or ruling subsequent to the date of this Agreement that any of the Patents or Marks listed in Exhibit A or Exhibit B is invalid or unenforceable shall not give rise to a cause of action against Assignor under this Agreement.
5. *Further Actions.* Assignor hereby agrees to execute any further agreements and to take any further actions necessary to aid Assignee in perfecting its interest in the Patents and the Marks and in enforcing any and all protections or privileges deriving from the Patents and the Marks.
6. *Governing Law.* This Agreement shall be construed in accordance with, and governed in all respects by, the laws of the State of Delaware without regard to conflicts of law principles.
7. *Counterparts.* This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.
8. *Severability.* If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.
9. *Notice.* Any notice required or otherwise given pursuant to this Agreement shall be in writing and mailed certified return receipt requested, postage prepaid, or delivered by overnight delivery service, addressed as follows:

If to Assignor:

Aptus Health, Inc.
55 Walkers Brook Drive,
Suite 500, Reading, MA 01867
Attn: Legal Department

If to Assignee:

SymmetryRX, LLC
923 Alden Bridge Drive,
Cary, NC 27519

10. *Headings.* The headings for section herein are for convenience only and shall not affect the meaning of the provisions of this Agreement.
11. *Entire Agreement.* This Agreement constitutes the entire agreement between Assignor and Assignee, and supersedes any prior understanding or representation of any kind preceding the

date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first above written.

APTUS HEALTH, INC (ASSIGNOR):

Signed: [Signature]

Printed Name: John L. Bridge

Title: Chief Financial Officer

Date: 12/10/2018

SYMMETRYRX, LLC (ASSIGNEE):

Signed: [Signature]

Printed Name: Hal Walsh

Title: Manager, SymmetryRx, LLC

Date: December 6, 2018

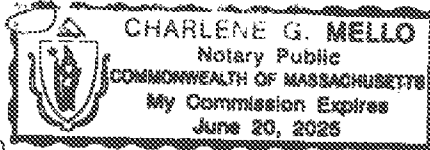
State of MASSACHUSETTS)
County of ESSEX) ss

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT John L. Bridge personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that John L. Bridge signed, sealed and delivered the said instrument as his/her/their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 10th day of December, 2018

[Signature]
Signature of Notary Public

(Seal) CHARLENE G. MELLO
Printed Name of Notary



My commission expires on June 20, 2025

EXHIBIT A

PATENTS

Country Code	Patent No.	Issue Date	Application No.	Title
US	8,082,173	2011-12-20	10/674,904	Drug Sample Fulfillment Architecture
US	8,670,991	2014-03-11	11/107,399	Authenticating Prescriber Identity to Enable Electronically Ordering Drug Samples from A Drug Sample Fulfillment Platform
US	8,589,180	2013-11-19	13/294,517	Third Party ordering from a Drug Sample Fulfillment System
US	8,219,412	2012-07-10	10/850,654	Architecture for Orchestrating Promotional Services

EXHIBIT B

TRADEMARK REGISTRATIONS

Country	Mark	Reg. No.	Filing Date	Application No.	Registration Date	Expiration Date
European Union	ESAMPLE	12184801	10/01/2013	12184801	02/26/2014	10/01/2023
European Union	MSAMPLE	12184669	10/01/2013	12184669	02/26/2014	10/01/2023
United States	ESAMPLE	85892051	04/01/2013	4863557	12/01/2015	12/01/2025
United States	MEDMANAGE	76181688	12/15/2000	2714991	05/13/2003	05/13/2023
United States	MEDMANAGE and Design	76181763	12/15/2000	2714992	05/13/2003	05/13/2023
United States	MSAMPLE	85882668	03/21/2013	4421903	10/22/2013	10/22/2023
United States	RECURRING REQUEST	77430166	03/24/2008	3652189	07/07/2009	07/07/2019
United States	XPRESSSIGN	78614071	04/21/2005	3280582	08/14/2007	08/14/2027