

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM524748

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
OurLife Health, Inc.		01/03/2019	Corporation: GEORGIA
RECEIVING PARTY DATA			
Name:	Scripta Insights, Inc.		
Street Address:	24 W. Henry Street		
City:	Savannah		
State/Country:	GEORGIA		
Postal Code:	31401		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5417679	SCRIPTA	
CORRESPONDENCE DATA			
Fax Number:	6468780801		
<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:	6468780800		
Email:	tm-uspto@pearlcohen.com		
Correspondent Name:	Jacqueline Zion		
Address Line 1:	1500 Broadway, 12th Fl		
Address Line 2:	Pearl Cohen Zedek Latzer Baratz LLP		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	T-587062-US		
NAME OF SUBMITTER:	Jacqueline Zion		
SIGNATURE:	/JZ/		
DATE SIGNED:	05/23/2019		
Total Attachments: 4			
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source=Intellectual_Property_Assignment_-_Scripta_1.3.19_FINAL.doc#page2.tif			
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CH \$40.00 5417679

INTELLECTUAL PROPERTY ASSIGNMENT

This **INTELLECTUAL PROPERTY ASSIGNMENT** (this “**Assignment**”), dated as of January 3, 2019, is made and entered into by and between OurLife Health, Inc., a Georgia corporation (the “**Transferor**”), and Scripta Insights, Inc., a Delaware corporation (the “**Transferee**”) (each of Transferor and Transferee, a “**Party**,” and collectively, the “**Parties**”).

WHEREAS, the Parties are parties to that certain Asset Transfer Agreement, of even date herewith (the “**Transfer Agreement**”; unless otherwise defined herein, capitalized terms shall be used herein as defined in the Transfer Agreement) pursuant to which the Transferee is acquiring the Transferred Assets;

WHEREAS, Transferor owns all right, title, and interest in and to the Owned Intellectual Property and to rights under the Transferred IP Agreements (the “**Transferable Intellectual Property**”); and

WHEREAS, as a condition to Closing, the Parties agreed to enter into this Assignment pursuant to which Transferor will confirm the assignment to the Transferee of all of its right, title, and interest in and to the Transferable Intellectual Property.

NOW THEREFORE, in consideration of the promises and mutual agreements set forth in the Transfer Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Assignment and Transfer. Transferor hereby confirms the assignment, conveyance, and transfer to the Transferee, and hereby does assign, convey, and transfer to the Transferee, for the Transferee’s and its respective successors’ and assigns’ sole and exclusive use and enjoyment, all of Transferor’s right, title and interest in and to the Transferable Intellectual Property, including, without limitation, the following:

(a) the trademarks and service marks, together with the goodwill associated therewith, and domain names, including the Internet web sites, and the content thereof, for which their URLs are represented by such domain names, set forth in Schedule A annexed hereto; and

(b) the copyrights and software (including, without limitation, object and source code thereto) set forth in Schedule B annexed hereto.

2. Recordation of Patents, Trademarks and Copyrights. If the Transferee elects to record this Assignment with any one or more of the U.S. Patent & Trademark Office, U.S. Copyright Office or applicable state or foreign governmental or international authorities or registries, the Transferee shall bear all costs and fees associated with such recording. Transferor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, Register of Copyrights of the United States and any official of any state or foreign country whose duty it is to issue intellectual property registrations, to record this Assignment and to issue to the Transferee all registrations from any applications for registration included in the Transferable Intellectual Property.

3. Further Assurances. Transferor covenants and agrees that it will, upon the reasonable request of the Transferee and at the Transferee's sole cost and expense, execute and deliver, or cause to be executed or delivered, any and all documents provided by the Transferee that may be necessary or desirable to perfect the sale, assignment, conveyance and transfer of the Transferable Intellectual Property. Notwithstanding the foregoing, Transferor appoints the Transferee as its attorney-in-fact solely in connection with the execution of any documents necessary for the registration of patents, copyrights, or any other statutory national, state or local protection for the Transferable Intellectual Property in the United States or any foreign country.

4. Representations and Warranties. Except as expressly set forth in the Transfer Agreement, Transferor makes no warranty, express or implied, with respect to the Transferable Intellectual Property or any part thereof.

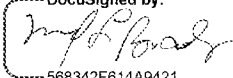
5. Governing Law. This Assignment shall be governed by the laws of the State of Delaware excluding (to the greatest extent a Delaware court would permit) any rule of law that would cause the application of the laws of any jurisdiction other than the State of Delaware.

6. Counterparts. This Assignment may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

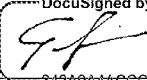
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IN WITNESS WHEREOF, the Parties have executed this Assignment as of the date first written above.

OurLife Health, Inc.

DocuSigned by:

By: _____
Mindy Bradley
Treasurer

Scripta Insights, Inc.

DocuSigned by:

By: _____
Eric Levin
Chief Executive Officer

[Signature page to Intellectual Property Assignment]

Schedule A

Trademarks:

- “Scripta” (USPTO Registration No. 5417679)
- “Scriptasaurus” (USPTO Registration No. 4495723)
- All other Trademarks used solely or primarily in the Business

Domain Names: www.scriptasavings.com

Schedule B

Copyright: All Copyright created by the Transferor in connection with the Business.

Software: All Software created by the Transferor in connection with the Business.