# CH \$65.00 315859

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM526995

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Henry Gazay		06/07/2019	INDIVIDUAL:

#### **RECEIVING PARTY DATA**

Name:	Fieldaccess, LLC	
Street Address:	4570 Sabal Palm Road	
City:	Miami	
State/Country:	FLORIDA	
Postal Code:	33137	
Entity Type:	Limited Liability Company: FLORIDA	

## **PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Registration Number:	3158599	MEDIMIX
Registration Number:	4950468	LIVETRACKER

## **CORRESPONDENCE DATA**

**Fax Number:** 6507393900

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.

**Phone:** 6507393939

Email: DebbieWu@JonesDay.com

Correspondent Name: JONES DAY
Address Line 1: 250 Vesey Street

Address Line 4: New York, NEW YORK 10281-1047

ATTORNEY DOCKET NUMBER:	362126-615001
NAME OF SUBMITTER:	Debbie Wu
SIGNATURE:	/Debbie Wu/
DATE SIGNED:	06/07/2019

## **Total Attachments: 4**

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#### TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement ("<u>Assignment</u>") is made and entered into as of June 7th, 2019 (the "<u>Effective Date</u>"), by and between Henry Gazay, an individual ("<u>Assignor</u>") and Fieldaccess, LLC, a Florida limited liability company ("<u>Assignee</u>").

WHEREAS, Assignor is the owner of all right, title and interest in and to the trademarks set forth on Schedule A attached hereto, and all corresponding trademark applications and registrations thereof and common law rights and related rights thereto (hereinafter the "Trademarks"), together with the goodwill of the business connected with and symbolized by the Trademarks; and

WHEREAS, Assignor wishes to assign to Assignee all right, title and interest in and to the Trademarks, together with the goodwill associated therewith.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee, each intending to be legally bound, hereby agree as follows:

#### 1. ASSIGNMENT

Assignor hereby sells, transfers, conveys, assigns and delivers to Assignee all right, title and interest of Assignor in, to and under the Trademarks, together with all goodwill associated with the Trademarks, and all registrations and applications therefor and renewals and extensions of the foregoing in the United States and for all foreign countries that are or may be secured under the laws of the United States and all foreign countries, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable as of the date hereof or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Trademarks, with the right to sue for and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors or assigns, and any other rights, privileges, claims and causes of action relating or pertaining to the Trademark, free and clear of any liens or indebtedness

#### 2. FURTHER ACTIONS

Assignor shall, without further consideration, execute and deliver such documents and take such other actions as may reasonably be requested by Assignee in order to give effect to the assignment reflected herein. Such additional documents shall be effective as of the date hereof, if applicable, and may include, without limitation, additional assignment documents required by the United States Patent and Trademark Office and any other jurisdictions; agreed amendments to Schedule A to correct any inaccuracies or misstatements therein; any other documents necessary to further clarify or confirm the assignment and conveyance of the Trademarks; and any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably

TRADEMARK REEL: 006665 FRAME: 0722 required in connection with: (a) preparation and prosecution of any application for registration or renewal of a registration covering any of the Trademarks; (b) prosecution or defense of any cancellation, opposition, infringement or other proceedings that may arise in connection with any of the Trademarks, including without limitation, testifying as to any facts relating to the Trademarks and this Assignment; and (c) obtaining any additional trademark protection for the Trademarks that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or for all foreign countries, in each case at Assignee's cost and expense.

#### 3. RECORDATION

Assignor hereby authorizes and requests the Commissioner of the United States Patent and Trademark Office, and any other applicable governmental entity and/or registrar necessary, to register this Assignment and record Assignee as the assignee and owner of the Assigned Trademarks for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.

#### 4. MISCELLANEOUS

- **4.1 Binding Effect.** This Assignment shall be binding upon and inure to the benefit of Assignee and its respective successors and assigns.
- **4.2 Governing Law.** This Assignment shall be governed by, and construed and enforced in accordance with, the laws of the State of New York, without regard to the conflict of laws provisions thereof that would cause the laws of another jurisdiction to apply.
- **4.3 Counterparts.** This Assignment may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Signatures transmitted by facsimile or electronic mail will be deemed originals for purposes of this Assignment.

[Signature page follows]

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IN WITNESS WHEREOF, the Assignor and Assignee have caused this Assignment to be executed effective as of the date first written above.

HENRY GAZAY

FIELDACCESS, LLC

Name: U Cally GAZAM

Title: LEO

# **SCHEDULE A**

# **Trademarks**

Trademark	Serial Number	Registration Number	Jurisdiction	Filing Date
MEDIMIX	1011741	1011741	Madrid	12 Feb 2009
MEDIMIX	1011741	1011741	Japan	12 Feb 2009
MEDIMIX	78764756	3158599	United States of America	1 Dec 2005
MEDIMIX	0119851003342	1151573	Mexico	27 April 2009
MEDIMIX	3627038	3627038	France	4 Feb 2009
MEDIMIX	G1011741	_	China	20 Oct 2009
MEDIMIX	003398591	003398591	Europe	9 Oct 2003
LIVETRACKER	86720211	4950468	United States of America	10 Aug 2015

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**RECORDED: 06/07/2019** 

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