

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM545861

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WiserTogether, Inc.		08/27/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	EviveWiser Sub LLC		
Street Address:	1875 Connecticut Avenue, N.W.		
Internal Address:	10 Floor		
City:	Washington		
State/Country:	D.C.		
Postal Code:	20009		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 18			
Property Type	Number	Word Mark	
Serial Number:	87000913	WISERCONNECT	
Serial Number:	87000910	WISERCOACH	
Registration Number:	5245798	YOUR GUIDED PATH TO FEELING BETTER. FAST	
Registration Number:	5392265	RETURN TO HEALTH	
Serial Number:	86789198	FEEL BETTER FASTER	
Serial Number:	86758623	ACTUATED	
Serial Number:	86758625	GREEN LINE FOR HEALTH	
Serial Number:	86789200	DATA-DRIVEN MEDICINE	
Registration Number:	5096768	R2H	
Registration Number:	5092506	RETURN2HEALTH	
Serial Number:	85818690	WISER MOTION	
Serial Number:	85818683	WISER HEART	
Serial Number:	85818687	WISER PREGNANCY	
Registration Number:	4741588	WISER TOGETHER	
Registration Number:	4741585	WISERTOGETHER	
Serial Number:	85818693	WISER MIND	
Serial Number:	85794667	WISER HEALTH	
Registration Number:	3844134	WISER TOGETHER	

OP \$465.00 87000913

CORRESPONDENCE DATA**Fax Number:** 7038328732*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:** 202.220.1447**Email:** wormserd@pepperlaw.com**Correspondent Name:** David Wormser, Pepper Hamilton LLP**Address Line 1:** 2000 K Street, N.W.**Address Line 2:** Suite 600**Address Line 4:** Washington, D.C. 20006-1865

NAME OF SUBMITTER:	David Wormser
SIGNATURE:	/David Wormser/
DATE SIGNED:	10/19/2019

Total Attachments: 9

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (the “**Intellectual Property Assignment**”) is made and entered into as of August 27, 2019 (the “**Effective Date**”) by WiserTogether, Inc., a Delaware corporation (“**Assignor**”), in favor of EviveWiser Sub LLC, a Delaware limited liability company (“**Assignee**”). Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to them in the Asset Purchase Agreement (as defined below).

RECITALS

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement dated as of the date hereof (the “**Asset Purchase Agreement**”) pursuant to which Assignor has agreed to sell, convey, assign, transfer, and deliver to Assignee, among other assets, all of Assignor’s Intellectual Property, licenses and sublicenses granted and obtained with respect thereto, and rights thereunder, remedies against infringements thereof, and rights to protection of interests therein under the Laws of all jurisdictions, including those trademarks, copyrights, and domain names listed on Schedule 1.1(a) to the Asset Purchase Agreement and any other trademarks, copyrights, and domain names relating to the Purchased Business (collectively, the “**Assigned Intellectual Property Assets**”), and have agreed to execute and deliver this Intellectual Property Assignment.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Assignor hereby assigns, transfers, and conveys to Assignee, and Assignee hereby accepts the assignment, without the necessity of any additional consideration, of all right, title, and interest of Assignor in and to all of the Assigned Intellectual Property Assets, including, without limitation, the Registered Intellectual Property listed on **Exhibit A** attached hereto, and the goodwill associated with the use of and symbolized by the foregoing.

2. Assignor will, without further consideration, at the request of Assignee and at the expense of the requesting party, promptly sign, execute, make and do, and will use commercially reasonable efforts to cause Maxwell Kahn to promptly sign, execute, make and do, all such deeds, documents, acts and things as Assignee and its duly authorized agents may reasonably require in order to apply for, obtain, register and vest in the name of Assignee alone (unless Assignee otherwise directs) letters patent, copyrights, trademarks, domain names, social media accounts or other analogous protection with respect to the Assigned Intellectual Property Assets and all rights therein in any country throughout the world and when so obtained or vested to renew and restore the same. For avoidance of doubt, Assignee shall not be obligated to pay any application, filing or other fees in connection with the applications, registrations or other actions taken pursuant to this Section 2.

3. This Intellectual Property Assignment shall be binding upon and shall inure to the benefit of Assignor and Assignee and their respective successors and permitted assigns;

provided, however, that the terms of the Asset Purchase Agreement concerning assignment and delegation of the parties' respective rights and obligations thereunder shall apply *mutatis mutandis* to this Intellectual Property Assignment as if set forth in full herein.

4. This Intellectual Property Assignment shall be governed by and construed in accordance with the internal laws of the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

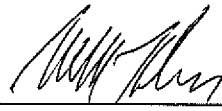
5. This Intellectual Property Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Intellectual Property Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Intellectual Property Assignment.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor and Assignee have each caused this Intellectual Property Assignment to be executed by their respective officers thereunto duly authorized on the Effective Date.

ASSIGNOR:

WiserTogether, Inc.

By: 
Name: Maxwell Kahn
Title: CEO

ASSIGNEE:

EviveWiser Sub LLC

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, Assignor and Assignee have each caused this Intellectual Property Assignment to be executed by their respective officers thereunto duly authorized on the Effective Date.

ASSIGNOR:

WiserTogether, Inc.

By: _____
Name: _____
Title: _____

ASSIGNEE:

EviveWiser Sub LLC

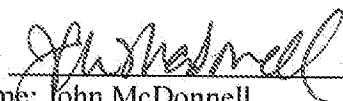
By:  _____
Name: John McDonnell
Title: President

Exhibit A
Registered Intellectual Property

Trademarks:

Serial Number	Reg. Number	Word Mark	Check Status	Live/Dead
87000913		WISERCONNECT	TSDR	DEAD
87000910		WISERCOACH	TSDR	DEAD
87276421	5245798	YOUR GUIDED PATH TO FEELING BETTER. FASTER.	TSDR	LIVE
86757231	5392265	RETURN TO HEALTH	TSDR	LIVE
86789198		FEEL BETTER FASTER	TSDR	DEAD
86758623		ACTUATED	TSDR	DEAD
86758625		GREEN LINE FOR HEALTH	TSDR	DEAD
86789200		DATA-DRIVEN MEDICINE	TSDR	DEAD
86757240	5096768	R2H	TSDR	LIVE
86757211	5092506	RETURN2HEALTH	TSDR	LIVE
85818690		WISER MOTION	TSDR	DEAD
85818683		WISER HEART	TSDR	DEAD
85818687		WISER PREGNANCY	TSDR	DEAD
85960552	4741588	WISER TOGETHER	TSDR	LIVE
85952978	4741585	WISERTOGETHER	TSDR	LIVE
85818693		WISER MIND	TSDR	DEAD
85794667		WISER HEALTH	TSDR	DEAD
77853310	3844134	WISER TOGETHER	TSDR	DEAD

Domain Names:

1. caniafford.it
2. healthactionlab.com
3. healthactionlab.org
4. healthactionlabs.com
5. healthactionlabs.info
6. healthactionlabs.net
7. healthactionlabs.org
8. healthbullseye.com
9. healthbullseye.info
10. healthbullseye.net
11. healthbullseye.org
12. healthdecisionsurvey.com
13. healthdecisionsurvey.info
14. healthdecisionsurvey.net
15. healthdecisionsurvey.org

16. myreturntohealth.com
17. myreturntohealth.info
18. myreturntohealth.net
19. myreturntohealth.org
20. myreturntohealthplan.com
21. myreturntohealthplan.info
22. myreturntohealthplan.net
23. myreturntohealthplan.org
24. mywisercare.com
25. mywiserfitness.com
26. mywiserfitness.info
27. mywiserfitness.net
28. mywiserfitness.org
29. mywiserhealth.com
30. mywiserhealth.net
31. mywiserhealth.org
32. mywisermedicare.com
33. mywisermedicare.info
34. mywisermedicare.net
35. mywisermedicare.org
36. mywisernutrition.com
37. mywisernutrition.info
38. mywisernutrition.net
39. mywisernutrition.org
40. patientpledge.com
41. patientpledge.info
42. patientpledge.net
43. patientpledge.org
44. pregtown.com
45. pregville.com
46. returntohealthplan.com
47. returntohealthplan.info
48. returntohealthplan.net
49. returntohealthplan.org
50. thapatientpledge.org
51. thepatientpledge.com
52. thepatientpledge.info
53. thepatientpledge.net
54. thepatientpledge.org
55. treatmentbullseye.com
56. treatmentbullseye.info
57. treatmentbullseye.net
58. treatmentbullseye.org
59. treatmentradar.com
60. treatmentradar.info
61. treatmentradar.net
62. treatmentradar.org
63. treatmentsbullseye.com
64. wiser-ask-your-doctor.com
65. wiser-ci.com
66. wiser-cloud.com
67. wiser-content.com
68. wiser-dev.com
69. wiser-dev.info
70. wiser-dev.mobi
71. wiser-dev.net

72. wiser-dev.org
73. wiser-dev2.com
74. wiser-local.com
75. wiser-prd.com
76. wiser-qa.com
77. wiser-stg.com
78. wiser-tools.com
79. wiser-tst.com
80. wiser206.com
81. wiseractive.com
82. wiserallergy.com
83. wiseraskyourdoc.com
84. wiserasthma.com
85. wiserattention.com
86. wiserautism.com
87. wiserbabycare.com
88. wiserbodypain.com
89. wiserbone.com
90. wiserbreastcancer.com
91. wiserbreathe.com
92. wiserbullseye.com
93. wiserbullseye.info
94. wiserbullseye.net
95. wiserbullseye.org
96. wisercancer.com
97. wiserchild.com
98. wiserchildcare.com
99. wiserdecision.com
100. wiserdecisionsupport.com
101. wiserdiabetes.com
102. wiserelder.com
103. wiserestate.com
104. wiserfertility.com
105. wiserfinancialplanning.com
106. wiserfitness.info
107. wiserfitness.net
108. wiserfitness.org
109. wiserflex.com
110. wiserform.com
111. wiserframe.com
112. wiserfund.com
113. wiserhealth.info
114. wiserhealth.net
115. wiserhealth.org
116. wiserhealthconnect.com
117. wiserhealthnet.com
118. wiserhealthnetwork.com
119. wiserhealthradar.com
120. wiserheart.com
121. wiserinc.com
122. wiserinfertility.com
123. wiserjoints.com
124. wiserlab.com
125. wiserlaboratory.com
126. wiserlifecare.com
127. wisermbc.com

128. wisermedicare.com
129. wisermedicare.info
130. wisermedicare.net
131. wisermedicare.org
132. wisemental.com
133. wisementalhealth.com
134. wisermood.com
135. wisermotion.com
136. wisermovement.com
137. wisermusk.com
138. wisermusclebones.com
139. wisermuscle.com
140. wisermuscleandbonecare.com
141. wisermusclebonecare.com
142. wisermusclepain.com
143. wiserneonatal.com
144. wisernetworks.com
145. wisernutrition.info
146. wisernutrition.net
147. wisernutrition.org
148. wiserpain.com
149. wiserpainmanagement.com
150. wiserpainmgmt.com
151. wiserpainreleif.com
152. wiserpainrelief.com
153. wiserparenting.com
154. wiserphysique.com
155. wiserplan.com
156. wiserpreg.com
157. wiserpregnancy.com
158. wiserprostrate.com
159. wiserpsyche.com
160. wiserradar.com
161. wiserrepro.com
162. wiserresearch.com
163. wiserretirement.com
164. wisersavings.com
165. wisersportshealth.com
166. wiserstrength.com
167. wiserstretch.com
168. wisertogether.biz
169. wisertogether.com
170. wisertogether.info
171. wisertogether.mobi
172. wisertogether.net
173. wisertogether.org
174. wisertogether.us
175. wisertools.com
176. wiserview.com
177. wiserview.info
178. wiserview.net
179. wiserview.org
180. wiserview.us
181. wiservigor.com
182. wiserweight.com
183. wiserwills.com

184. wsrcdn.net