

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM574927

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
nSpire Health, Inc.		05/05/2020	Corporation: COLORADO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	KOKO, LLC		
<b>Street Address:</b>	1200 South Fordham Street		
<b>City:</b>	Longmont		
<b>State/Country:</b>	COLORADO		
<b>Postal Code:</b>	80503		
<b>Entity Type:</b>	Limited Liability Company: COLORADO		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88795913	KOKO IRIS	
<b>Serial Number:</b>	88785092	KOKO	
<b>Registration Number:</b>	4694397	KOKO	
<b>Registration Number:</b>	2704572	PIKO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3032231111		
<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>			
<b>Phone:</b>	3032231182		
<b>Email:</b>	alafrance@bhfs.com		
<b>Correspondent Name:</b>	Andrea M. LaFrance		
<b>Address Line 1:</b>	410 Seventeenth Street, Suite 2200		
<b>Address Line 4:</b>	Denver, COLORADO 80202		
<b>NAME OF SUBMITTER:</b>	Andrea M. LaFrance		
<b>SIGNATURE:</b>	/Andrea M. LaFrance/		
<b>DATE SIGNED:</b>	05/05/2020		
<b>Total Attachments: 4</b>			
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source=Trademark Assignment Agreement nSpire and KOKO (fully executed 5-5-20)#page2.tif			
source=Trademark Assignment Agreement nSpire and KOKO (fully executed 5-5-20)#page3.tif			

OP \$115.00 88795913



## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement ("*Agreement*") is entered into as of the 5 day of ~~April~~ <sup>May</sup> 2020 (the "*Effective Date*") by nSpire Health, Inc., a Colorado corporation ("*Assignor*"), and Koko, LLC, a Colorado Limited Liability Company ("*Assignee*"). Assignor and Assignee are sometimes individually referred to herein as a "*Party*" and collectively as the "*Parties*."

### RECITALS

WHEREAS, Assignor is the owner of all right, title and interest in and to the trademarks set forth in Schedule A, and all goodwill associated therewith (the "*Assigned Trademarks*");

WHEREAS, Assignee is a successor to that portion of Assignor's business to which the Assigned Trademarks pertain; and

WHEREAS, Assignor desires to transfer and assign the Assigned Trademarks to Assignee and in connection therewith, Assignor and Assignee wish to transfer record title of the Assigned Trademarks and to execute a document suitable for recordation in the United States Patent and Trademark Office and other trademark offices throughout the world.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

#### Assignment.

1.1. Assignor hereby sells, assigns, conveys, transfers and sets over to Assignee and Assignee's successors, assigns and legal representatives all of Assignor's right, title and interest in, to and under the Assigned Trademarks throughout the world, together with the goodwill of the business symbolized by the Assigned Trademarks, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Agreement had not been made, including all rights to claim priority in and to the Assigned Trademarks and apply to register, register and maintain registrations for the Assigned Trademarks, together with the right to sue and recover for, and the right to profits, penalties, damages, or other payments due or accrued arising out of or in connection with any and all past, present and future infringements or dilution of or damage or injury to the Assigned Trademarks or the goodwill represented thereby (the "*Assigned Rights*").

1.2. Assignor further agrees to assist Assignee in every legal way to evidence, record and perfect the assignment contained herein and to apply for and obtain recordation of and from time to time enforce, maintain, and defend the Assigned Rights. If Assignee is unable for any reason whatsoever to secure Assignor's signature to any document it is entitled to under this Assignment, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as its agents and attorneys-in-fact with full power of substitution to act for and on their behalf and instead of Assignor, to execute and file any such document or documents and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by Assignor. The foregoing is a power coupled with an interest and is irrevocable.

1.3. Assignor acknowledges and agrees that subsequent to the Effective Date, Assignor does not possess and shall not claim to possess any right, title or interest in and to the Assigned Rights and shall take no actions jeopardizing the existence or enforceability of the Assigned Rights or Assignee's rights therein.

1.4. If and to the extent that, as a matter of law in any jurisdiction, any rights or interests in or to any of the Assigned Trademarks cannot be assigned by the Assignor ("*Non-Assignable Trademarks*"), then Assign hereby (a) grants to Assignee an unlimited, exclusive, irrevocable, worldwide, perpetual, royalty-free, transferable, sub-licensable license to use, exploit and commercialize in any manner now known or in the future discovered and for whatever purpose, the Non-Assignable Trademarks, and (b) irrevocably waives and agrees never to assert such non-assignable rights and interests against Assignee, its successors, assignees, licensees, or customers.

Miscellaneous. This Agreement constitutes the entire agreement between the Parties concerning the subject matter hereof, and supersedes any prior or contemporaneous understandings, agreements or representations. No supplement, modification, amendment or waiver of this Agreement shall be binding unless executed in writing by both Parties. In the event that any part of this Agreement shall be held to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be severed from this Agreement and the remaining portions of this Agreement shall be valid and enforceable. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the Party drafting or causing any instrument to be drafted. This Agreement may be executed in counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument. If this Agreement is executed in counterparts, no signatory hereto shall be bound until both the Parties named below have duly executed or caused to be duly executed a counterpart of this Agreement. A signature on a copy of this Agreement received by either Party by facsimile or email is binding upon the other Party to the same extent as an original.

\* \* \* \* \*

IN WITNESS WHEREOF, Assignor and Assignee have signed this Agreement as of the Effective Date set forth above.

NSPIRE HEALTH, INC.

Date: May 5, 2020

By: 

Name: John Peterson

Title: President and CEO

KOKO, LLC

Date: May 5, 2020

By: 

Name: John Peterson



Title: President and CEO

**SCHEDULE A**

**TRADEMARKS REGISTRATIONS AND TRADEMARK APPLICATIONS**

Country	Owner	Trademark	Status	App. No./Reg. No.	Reg. Date
United States	nSpire Health, Inc.	KOKO IRIS	Pending	App. No. 88795913	N/A
United States	nSpire Health, Inc.		Pending	App. No. 88785092	N/A
United States	nSpire Health, Inc.	KOKO	Registered	Reg. No. 4694397	March 3, 2015
United States	nSpire Health, Inc.		Registered	App. No. 76440714 Reg. No. 2704572	April 08, 2003

**COMMON LAW OR UNREGISTERED TRADEMARKS**

1. WRIGHT
2. WRIGHT RESPIROMETER
3. HALOSCALE
4. 
5. 
6. POCKETPEAK
7. POCKET PEAK

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