## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM580195

**SUBMISSION TYPE: NEW ASSIGNMENT** 

**NATURE OF CONVEYANCE:** ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Dr. Edward Kaftarian		06/05/2020	INDIVIDUAL: UNITED STATES

### **RECEIVING PARTY DATA**

Name:	ORBIT HEALTH PRACTICE MANAGEMENT, INC.
Street Address:	17412 VENTURA BLVD
Internal Address:	#1000
City:	ENCINO
State/Country:	CALIFORNIA
Postal Code:	91316
Entity Type:	Corporation: CALIFORNIA

### **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	4973930	ORBIT HEALTH

### **CORRESPONDENCE DATA**

Fax Number:

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: 9493620100

Email: sacherman@jafarilawgroup.com

**Correspondent Name:** Saul Acherman

Address Line 1: 18201 Von Karman Ave.

Address Line 2: **Suite 1190** 

Address Line 4: Irvine, CALIFORNIA 92612

NAME OF SUBMITTER:	Saul Acherman
SIGNATURE:	/Saul Acherman/
DATE SIGNED:	06/08/2020

**Total Attachments: 3** 

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#### TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("**Trademark Assignment**"), dated as of 6/5/2020 , 2020, is made by Dr. Edward Kaftarian, ("**Assignor**"), an individual, in favor of ORBIT HEALTH PRACTICE MANAGEMENT, INC ("**Assignee**"), a corporation existing under the laws of California, located at 17412 VENTURA BLVD, #1000 ENCINO CA 91316, for the assignment of the trademark **ORBIT HEALTH**.

WHEREAS, Assignor has conveyed, transferred, and assigned to Assignee, among other assets, certain intellectual property of Assignor, and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office;

NOW THEREFORE, the parties agree as follows:

- 1. <u>Assignment</u>. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the following:
  - (a) the trademark registrations and trademark applications set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof **ORBIT HEALTH** (the "Assigned Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks;
  - (b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
  - (c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
  - (d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.
- 2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Trademark Assignment upon request by Assignee. Following the date hereof, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Assignee, or successor thereto.

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- 3. <u>Counterparts</u>. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark 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 Trademark Assignment.
- 4. <u>Successors and Assigns</u>. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 5. Governing Law. This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of California without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

SIGN	ATURES
Assignor: Dr. Edward Kaftarian	
Name: Edward Kantarian	Dated: <u>6/5/2020</u>
Assignee: ORBIT HEALTH PRACTICE	MANAGEMENT, INC.
Name: Dr. Edward Kaftarian	Dated: 6/5/2020
Title: President	

# SCHEDULE 1

# **Assigned Trademarks**

# Trademark Registrations

Mark	Jurisdiction	Registration Number	Registration Date
ORBIT HEALTH	USA	4973930	June 7, 2016

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