

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM631776

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HelpNet, Inc. d/b/a HelpPRO		11/24/2020	Corporation:
RECEIVING PARTY DATA			
Name:	ONLINE DOCTOR, LLC		
Street Address:	1414 NE 42ND STREET, SUITE 400		
City:	SEATTLE		
State/Country:	WASHINGTON		
Postal Code:	98105		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2070852	HELPPRO	
CORRESPONDENCE DATA			
Fax Number:	5124578008		
<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:	512-457-8000		
Email:	ssterling@dbcllp.com		
Correspondent Name:	DUBOIS, BRYANT & CAMPBELL, LLP		
Address Line 1:	303 Colorado Street, Suite 2300		
Address Line 4:	Austin, TEXAS 78701		
ATTORNEY DOCKET NUMBER:	6594-1		
NAME OF SUBMITTER:	STEPHANIE R. STERLING		
SIGNATURE:	/STEPHANIE R. STERLING/		
DATE SIGNED:	03/14/2021		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT

This Trademark Assignment (“Trademark Assignment”) is effective as of the 24th day of November, 2020, by and between HelpNet, Inc. DBA HelpPRO (“Assignor”) and Online Doctor, LLC, a Delaware limited liability company (“Assignee”).

WITNESSETH:

WHEREAS, Assignor and Assignee are parties to that certain Website Purchase Agreement (the “Asset Purchase Agreement”), dated November __, 2020, by and between Assignor and Assignee thereto. Capitalized terms used herein without definition shall have the meanings set forth in the Asset Purchase Agreement; and

WHEREAS, under the terms of the Asset Purchase Agreement, Assignor has conveyed, transferred and assigned to Assignee, among other assets, all of Assignor’s right, title and interest in and to certain intellectual property of Assignor, and Assignor has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions.

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

1. Assignment. 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 (the “Assigned Trademarks”), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademark:

(a) the trademarks set forth on Schedule I attached hereto, whether registered or unregistered, and all applications, registrations, extensions and renewals thereof;

(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 and/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 Assurances. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding

entities or agencies in any applicable jurisdictions 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 Trademark to Assignee, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned Trademark. The representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This Trademark 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 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.

5. Successors and Assigns. This Trademark Assignment Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. 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, in respect of trademark issues, and in all other respects, including as to validity, interpretation and effect, by the laws of the State of Delaware, without regard to the choice-of-laws or conflicts-of-laws provisions thereof.

Signature page follows.

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

ASSIGNOR:

HELPCNET, INC. DBA HELPPRO

DocuSigned by:

William Blount

By: _____
9771E517C8304A2...

Name: William Blount

Title: Authorized Representative

ASSIGNEE:

ONECARE MEDIA, LLC

DocuSigned by:

Bill Fish

By: _____
AE80ED7351FE4C0...

Name: Bill Fish

Title: COO

SCHEDULE I

U.S. federal trademark registration No. 2,070,852 for the mark HELPPRO