

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM636953

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900604942		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Western HealthConnect		02/01/2019	Corporation: WASHINGTON
RECEIVING PARTY DATA			
Name:	Carelinx, Inc.		
Street Address:	1001 Bayhill Ave, Ste 201		
City:	San Bruno		
State/Country:	CALIFORNIA		
Postal Code:	94066		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5172597	OPTIMAL AGING	
CORRESPONDENCE DATA			
Fax Number:			
<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:	415-693-2171		
Email:	trademarks@cooley.com		
Correspondent Name:	Ariana G. Hiscott		
Address Line 1:	1299 Pennsylvania Avenue NW, Suite 700		
Address Line 4:	Washington, D.C. 20004-2400		
NAME OF SUBMITTER:	Leanne M. Andrepont		
SIGNATURE:	/Leanne M. Andrepont/		
DATE SIGNED:	04/05/2021		
Total Attachments: 3			
source=Carelinx - OPTIMAL AGING - Trademark Assignment FINAL_FULLY_EXECUTED_Redacted#page1.tif			
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INTELLECTUAL PROPERTY ASSIGNMENT

WHEREAS, Western HealthConnect, a Washington non-profit corporation ("Assignor"), is the owner of the trademark identified in the attached "Schedule of Trademarks" (the "Trademark");

WHEREAS, CareLinx Inc., a Delaware corporation ("Assignee"), wishes to acquire the Trademark, and Assignor wishes to assign to Assignee the Trademark;

WHEREAS, Assignor wishes to relinquish the following telephone number 1-844-295-7251 ("Phone Number") and Assignee wishes to begin usage of the Phone Number; and

WHEREAS, Assignor and Assignee now enter into this Intellectual Property Assignment Agreement ("Agreement").

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged:

1. This Agreement is effective as of the last dated signature below ("Effective Date").
2. Assignor does hereby assign unto Assignee all right, title and interest, including common law rights and associated registrations, in and to the Trademark together with the goodwill of the business associated therewith and symbolized thereby.
3. Concurrent with the execution of this Agreement, Assignee will pay Assignor \$ [REDACTED] by the method mutually agreed upon by the parties.
4. Assignor represents and warrants to Assignee that: Assignor exclusively owns all right, title, and interest in and to the Trademark; Assignor has not granted and will not grant any licenses or other rights to the Trademark to any third party; the Trademark is free of any liens, encumbrances, security interests, and restrictions on transfer; to Assignor's knowledge, the Intellectual Property that is assigned as part of the Trademark does not infringe Intellectual Property Rights of any third party; and there are no legal actions, investigations, claims, or proceedings pending or threatened relating to the Trademark.
5. Furthermore, Assignor shall, or shall ensure that an affiliate of Assignor shall, relinquish use of the Phone Number as soon as practicable, but no later than February 15, 2019. Additionally, Assignor shall take all reasonable steps, as necessary, to assist in the adoption of the Phone Number by Assignee.
6. Assignor will defend, indemnify, and hold harmless Assignee, and Assignee's officers, directors, shareholders, successors, and assigns, from and against all losses, liabilities, and costs including, without limitation, reasonable attorneys' fees, expenses, penalties, judgments, claims and demands of every kind and character that Assignee, its officers, directors, shareholders, successors, and assigns may incur, suffer, or be required to pay arising out of, based upon, or by reason of (i) the breach by Assignor of any of the representations or warranties made by Assignor under this Agreement; (ii) Assignor's use of the Trademark prior to the Effective Date of this Agreement, or (iii) Assignor's failure to perform its obligations under this Agreement. Assignee agrees that the total liability of Assignor to Assignee for all claims or causes of action arising from this Agreement, including Assignor's indemnity obligation, is limited to \$15,000.

7. As of the Effective Date, Assignee will indemnify, defend and hold harmless Assignor and its respective member, officers, directors, shareholders, agents, attorneys, employees, parents, affiliates, distributors, successors, licensees and assigns for all losses, costs, liabilities and claims related to or arising from the Trademark and Assignee's use of the Phone Number.

8. This Agreement will inure to the benefit of, and be binding upon, the parties, together with their respective representatives, successors, and assigns, except that Assignor may not assign this Agreement without the consent of Assignee. Assignee may assign this Agreement in its discretion.

9. This Agreement is the entire agreement concerning the subject matter hereof. It supersedes all prior and contemporaneous agreements, assurances, representations, and communications between the parties.

Western HealthConnect

- Assignor -



(Signature)

Sara Vaezy, Chief Digital Strategy & Bus Dev Officer

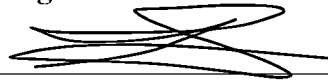
(Name, Title)

February 1, 2019

(Date)

CareLinx Inc.

- Assignee -



(Signature)

Sherwin Sheik, CEO

(Name, Title)

Feb 5, 2019

(Date)

SCHEDULE OF TRADEMARKS

Serial/Application Number	Registration Number	Mark
86/857,604	5,172,597	OPTIMAL AGING