

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

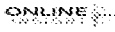
ETAS ID: TM700822

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Online Insight, LLC		12/30/2021	Corporation: GEORGIA
RECEIVING PARTY DATA			
Name:	HealthTrio LLC		
Street Address:	603 N. Wilmot Road		
City:	Tucson		
State/Country:	ARIZONA		
Postal Code:	85711		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3813456	ONLINE INSIGHT	
CORRESPONDENCE DATA			
Fax Number:	2028427899		
<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:	202-842-7800		
Email:	trademarks@cooley.com		
Correspondent Name:	Brendan J. Hughes, Cooley LLP		
Address Line 1:	1299 Pennsylvania Avenue, NW, Suite 700		
Address Line 4:	Washington, D.C. 20004		
ATTORNEY DOCKET NUMBER:	343516.100		
NAME OF SUBMITTER:	Brendan J. Hughes		
SIGNATURE:	/Brendan J. Hughes/		
DATE SIGNED:	01/10/2022		
Total Attachments: 3			
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (“Assignment”) is executed on and made effective as of December 30, 2021 by and between **ONLINE INSIGHT, LLC**, a Georgia limited liability company, (“Assignor”) and **HEALTHTRIO LLC**, a Delaware limited liability company, (“Assignee”).

WHEREAS, Assignor is the owner of all rights, title, and interest in and to the ONLINE INSIGHT trademark and its logo  (collectively, the “ONLINE INSIGHT Marks”), as well as its incontestable U.S. registration for the ONLINE INSIGHT trademark (U.S. Registration No. 3,813,456) (the “ONLINE INSIGHT Registration”);

WHEREAS, Assignor intends to assign all rights, title, and interest in and to the ONLINE INSIGHT Marks, along with all goodwill associated therewith and the ONLINE INSIGHT Registration, to Assignee, and Assignee intends to accept such assignment;

WHEREAS, Assignor and Assignee shall subsequently execute a merger agreement (the “Merger Agreement”) whereby Assignor will merge with and into Assignee on December 30, 2021; and

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants, and agreements set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

1. **Assignment.** Assignor hereby irrevocably sells, transfers, conveys, assigns, and delivers to Assignee: (i) all of its rights, title, and interest in and to the ONLINE INSIGHT Marks, whether statutory or at common law, along with all goodwill associated with the ONLINE INSIGHT Marks and any filings therefor, including without limitation the ONLINE INSIGHT Registration; (ii) the right to sue and recover for all past, present, and future infringements, misappropriations, and other violations of the ONLINE INSIGHT Marks (including, without limitation, the right to receive all monies, proceeds, settlements and recoveries in connection therewith and to obtain equitable relief in respect of such infringements, misappropriations, and other violations); and (iii) all other rights of any kind whatsoever of Assignor pertaining to the ONLINE INSIGHT Marks. Assignee hereby accepts the assignment of the ONLINE INSIGHT Marks.

2. **Acknowledgment.** Assignor hereby acknowledges that from and after the date hereof, Assignee shall be the exclusive owner of all of Assignor’s rights, title, and interest in and to the ONLINE INSIGHT Marks.

3. **The Merger Agreement.** This Assignment is intended to facilitate the consummation of the transaction contemplated by the Merger Agreement and is subject to the terms and conditions set forth in the Merger Agreement.

4. **Further Assurances.** Each party hereto shall execute and cause to be delivered to each other party hereto such instruments and other documents, and shall take such other actions, as such other party may reasonably request (prior to, at or after the execution) for the purpose of carrying out or evidencing any of the transactions contemplated by this Assignment.

5. **Governing Law.** This Assignment shall be construed and interpreted in accordance with the laws of the State of Delaware, without regard to its provisions concerning conflict of laws that would cause the laws of another jurisdiction to govern.

6. **Counterparts.** This Assignment may be executed in two or more counterparts, each of which shall be binding as of the date first written above, and all of which shall constitute one and the same instrument. Each such copy shall be deemed an original, and it shall not be necessary in making proof of this Assignment to produce or account for more than one such counterpart. Delivery of an executed counterpart of a signature page to this Assignment by facsimile, .pdf, or electronic mail intended to preserve the original graphic and pictorial appearance of the signature shall be effective as delivery of a manually executed original counterpart of this Assignment.

7. **Severability.** Any provision of this Assignment that is invalid or unenforceable in any jurisdiction shall be ineffective to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable the remaining provisions hereof, and any such invalidity or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

8. **Successors and Assigns.** This Assignment shall be binding upon each of the parties hereto and each of their respective successors and assigns, if any. This Assignment shall inure to the benefit of the Assignor, the Assignee, and their respective successors and assigns, if any.

9. **Entire Agreement.** This Assignment sets forth the entire understanding of the parties hereto relating to the subject matter hereof and supersedes all prior agreements and understandings among or between any of the parties relating to the subject matter.

IN WITNESS WHEREOF, this Assignment has been executed by the parties hereto on the date first written above.

ASSIGNOR:

ONLINE INSIGHT, LLC, a Georgia limited liability company

By: J. Dominic Wallen
Name: J. Dominic Wallen
Title: Authorized Person

ASSIGNEE:

HEALTHTRIO LLC, a Delaware limited liability company

By: J. Dominic Wallen
Name: J. Dominic Wallen
Title: Chief Executive Officer