

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM725959

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WELMEDIX HCP, LLC		03/31/2022	Limited Liability Company: VIRGINIA
RECEIVING PARTY DATA			
Name:	WELMEDIX LLC		
Street Address:	6002 Le Lac Road		
City:	Boca Raton		
State/Country:	FLORIDA		
Postal Code:	33496		
Entity Type:	Limited Liability Company: FLORIDA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5696562	WELMEDIX	
Registration Number:	4389648	WELMEDIX	
CORRESPONDENCE DATA			
Fax Number:	4078412343		
<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:	407-841-2330		
Email:	dsigalow@allendyer.com		
Correspondent Name:	David L. Sigalow		
Address Line 1:	255 S. Orange Avenue		
Address Line 2:	Suite 1401		
Address Line 4:	Orlando, FLORIDA 32801		
NAME OF SUBMITTER:	David L. Sigalow		
SIGNATURE:	/David L. Sigalow/		
DATE SIGNED:	05/05/2022		
Total Attachments: 5			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “*IP Assignment*”), dated as of March 31, 2022, is made by and between WELMEDIX HCP, LLC, a Virginia limited liability company (“*Seller*”) and WELMEDIX LLC, a Florida limited liability company (“*Buyer*”), the purchaser of certain assets of Seller pursuant to that certain Asset Purchase Agreement, dated the date hereof, among Buyer, Seller, Satyanarain Rangarajan, and Enlightened Capital Management, LLC, a Virginia limited liability company (the “*Asset Purchase Agreement*”). Capitalized terms used and not defined in this IP Assignment have the meaning set forth in the Asset Purchase Agreement.

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain Intellectual Property of Seller, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office.

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller’s right, title, and interest in and to all Intellectual Property owned by Seller and used in or held for use in the Business, together with all goodwill associated therewith, and the right to sue and recover for, and the right to profits or damages due or accrued, arising out of or in connection with any and all past, present or future infringements or dilution of the Intellectual Property, including, but not limited to, the trademarks, patents and domain names listed on Exhibit “A” hereto (collectively, the “*Assigned IP*”).
2. Subject to the Asset Purchase Agreement. This IP Assignment is being executed and delivered pursuant to, and is subject to and shall be governed by the terms and conditions of, the Asset Purchase Agreement. Nothing in this IP Assignment shall change, amend, expand, extend or alter (nor shall it be deemed or construed as changing, amending, extending, expanding or altering), in any manner whatsoever, any representations, warranties, covenants and indemnifications contained in the Asset Purchase Agreement or any other the terms or conditions of the Asset Purchase Agreement. Further, Buyer acknowledges that Seller makes no representation or warranty with respect to the Assigned IP being conveyed hereby except as specifically set forth in the Asset Purchase Agreement. This IP Assignment does not create or establish liabilities or obligations not otherwise created or existing under or pursuant to the Asset Purchase Agreement. In the event of any conflict or other difference between the Asset Purchase Agreement and this IP Assignment, the provisions of the Asset Purchase Agreement shall prevail and govern.
3. Cooperation. Seller agrees to execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such further instruments and documents and to perform such further acts as may be reasonably requested by Buyer to effectuate more fully the transactions contemplated by this IP Assignment.
4. Counterparts. This IP 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 IP 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 IP Assignment.

5. Amendment. This IP Assignment may be amended, modified or supplemented only by an agreement in writing signed by the parties hereto.

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

7. Governing Law. This IP 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 IP 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 Florida, without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed and delivered this Intellectual Property Assignment Agreement as of the date first above written.

SELLER:

WELMEDIX HCP, LLC

By: ENLIGHTENED CAPITAL
MANAGEMENT, LLC,
its sole member

DocuSigned by:
Satyanarain Rangarajan
By _____
Name: Satyanarain Rangarajan
Title: Manager

BUYER:

WELMEDIX LLC

By _____
Name: Sarah Hassan
Title: Manager

IN WITNESS WHEREOF, the parties have executed and delivered this Intellectual Property Assignment Agreement as of the date first above written.

SELLER:

WELMEDIX HCP, LLC

By: ENLIGHTENED CAPITAL
MANAGEMENT, LLC,
its sole member

By _____
Name: Satyanarain Rangarajan
Title: Manager

BUYER:

WELMEDIX LLC


By  _____
Name: Sarah Hassan
Title: Manager

EXHIBIT "A"

ASSIGNED IP

Trademarks

Territory	Title	Status	RegNum	Notes
	Welmedix HomeCare Pro			Common law (unregistered)
US	Welmedix	Registered	5696562	
US	Welmedix	Registered	4389648	

Domain Name

www.welmedix.com