

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM732332

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Healthcare Technical Services, Inc.		06/04/2021	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Healthcare Technical Services, LLC		
Street Address:	28581 Old Town Front Street, Suite 210		
City:	Temecula		
State/Country:	CALIFORNIA		
Postal Code:	92590		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	4960084		
Registration Number:	4960082		
Registration Number:	4960081		
Registration Number:	5062255	FITUP	
Registration Number:	3238330		
Registration Number:	3243047	FREIGHTTRAIN	
Registration Number:	3311794	HTS	
Registration Number:	3363333	HTS	
Registration Number:	3450080	VISUAL FRAGNET	
Registration Number:	3758336	V	
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:	2148212300		
Email:	jvillalobos@velawoodlaw.com		
Correspondent Name:	Robert Jeffrey Villalobos		
Address Line 1:	5307 E. Mockingbird Lane, Suite 802		
Address Line 4:	Dallas, TEXAS 75206		

OP \$265.00 4960084

NAME OF SUBMITTER:	Robert Jeffrey Villalobos
SIGNATURE:	/Robert Jeffrey Villalobos/
DATE SIGNED:	06/03/2022
Total Attachments: 14	
source=Healthcare Technical Services, LLC - 2021.06.04 - Asset Purchase Agreement (C Corp to LLC transfer) (e)#page1.tif	
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ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (“Agreement”) is made and entered into this 4th day of June, 2021 (“Effective Date”), by and between Healthcare Technical Services, Inc. a California corporation (the “Seller”), and Healthcare Technical Services, LLC a Delaware limited liability company (“Buyer”). Buyer and Seller are sometimes referred to herein collectively as the “Parties”.

RECITALS

This Agreement is made with reference to the following facts:

WHEREAS, Seller currently conducts a business which provides transition planning consulting services to healthcare organizations and provides a proprietary construction quality management software solution called FreightTrain to customers across North America (the “Business”).

WHEREAS, Seller owns certain Intellectual Property (as defined below) and assets relevant to the Business as set forth in Exhibit A (the “Purchased Assets”).

WHEREAS, in connection with this Agreement, Buyer desires to purchase and Seller desires to sell the Purchased Assets in exchange for Common Units of the Buyer (as set forth below).

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Purchase and Sale of Assets.

1.1 Assets. Seller agrees to sell, assign, convey, deliver and transfer to Buyer, and Buyer agrees to purchase, take assignment, acquire and accept delivery from Seller, at the Closing (as defined below), all of Seller’s right, title and interest in and to the Purchased Assets, free and clear of any and all Encumbrances (as defined below). For the avoidance of doubt, the Purchased Assets includes all assets that relate to or are used or useful in connection with the conduct of the Business, including but not limited to the domain name consulthts.com; provided however the Purchased Assets will not include the Residential Tenancy Agreement of the Professional Property Management Association of San Francisco by and between Healthcare Technical Services, LLC and Leo Epp Company Inc, dated May 12, 2012 (the “Clemenson Apartment Lease”).

1.2 Assumption of Liabilities. The purchase, assignment, transfer, conveyance and delivery of the Purchased Assets shall also include the assumption of any liability related to the Purchased Assets and the Buyer (the “Assumed Liabilities”) except only the Non-Assumed Liability (as defined below). The Buyer expressly understands and agrees that, except for the Non-Assumed Liability, Buyer will be required to assume, and will have any liability or

Effective Date and issue a warrant for 450,000 Series A Units of Buyer to Valedor Partners, LLC, a Delaware limited liability company following the closing of Buyer's Series A Unit financing (the "Series A Financing"), in a form acceptable to Buyer.

2.2 Buyer shall pay all state sales, use, and/or excise taxes, if any, arising out of the sale of the Purchased Assets.

3. Closing.

3.1 The closing of the purchase and sale of the Purchased Assets and Assumed Liability (the "Closing") shall take place remotely via the electronic exchange of documents and signatures effective at 12:00 PM Pacific Daylight Time on the Effective Date.

3.2 At the Closing:

(a) Seller shall convey title to the Purchased Assets to Buyer by executing and delivering to Buyer a bill of sale and assignment;

(b) Seller shall deliver all business records and documents, to the extent included as Purchased Assets;

(c) The domain name, consulthts.com and all patents and registered intellectual property related to the Purchased Assets shall be transferred to Buyer and all necessary filings to make such transfers effective shall have taken place;

(d) In connection with the Series A Financing, Buyer shall have issued the Common Unit Warrants as set forth in Section 2.1(b);

(e) In connection with the Series A Financing, Buyer shall have issued the Series A Unit Warrant as set forth in Section 2.1(d);

(f) Seller shall change its name from Healthcare Technical Services, Inc. to HTS Investment Holdings, Inc. by filing an amendment to the Seller's Articles of Incorporation and shall convey rights to use the name "Healthcare Technical Services" for use by the Buyer;

(g) Buyer shall tender to Seller the Purchase Price set forth in Section 2.1(a) by executing and delivering the Operating Agreement; and

(h) The Parties shall execute, acknowledge, and deliver any other agreements, bills of sale, or instruments to effectuate the transfer of the Purchased Assets or otherwise carry out the transactions set forth herein.

3.3 At any time after the Closing, each Party shall execute, acknowledge, and deliver any further instruments of transfer reasonably requested by the other Party, and shall take any other action consistent with the terms of this Agreement that may reasonably be requested by the other Party for the purpose of effecting the transactions set forth herein.

The Purchased Assets: (i) are in good operating condition and repair, ordinary wear and tear excepted; (ii) are suitable and adequate for continued use in the ordinary course of business; and (iii) conform to all applicable laws.

4.5 Intellectual Property.

Seller owns exclusively and has the exclusive right to use the Intellectual Property (as defined below) related to its entity and is free and clear of all Encumbrances (as defined below), and the Intellectual Property will not cease to be valid by reason of the execution, delivery and performance of this Agreement or the consummation of the transactions contemplated hereby. Seller is not aware of any conduct or use by Seller that would void or invalidate or constitute misuse of the Intellectual Property. No Action (as defined below) is pending or is threatened and no claim or demand been made, which claims infringement or misappropriation or challenges the legality, validity, enforceability or ownership of the Intellectual Property, and Seller has not received any notice of invalidity or infringement of any rights of others with respect to the Intellectual Property. Seller has taken all reasonable and prudent steps to protect the Intellectual Property from infringement by any Person (as defined below). No other Person has notified Seller that it is claiming any ownership of or the right to use any of the Intellectual Property, or is infringing upon any of the Intellectual Property. The Intellectual Property is valid, subsisting and enforceable, and does not and will not infringe upon, misappropriate or otherwise violate the rights of any Person.

(a) “Action” means any action, arbitration, audit, demand, claim, complaint, dispute, hearing, inquiry, investigation, litigation, prosecution or suit (whether civil, criminal, administrative, judicial or investigative, whether formal or informal, whether public or private).

(b) “Encumbrance” means any claim, lien, pledge, security interest, restriction, deed of trust, conditional sales agreement, prior assignment, option, encumbrance, charge, agreement, or claim or right of any kind of third party, whether voluntarily incurred or arising by operation of law, and includes, without limitation, any agreement to give any of the foregoing in the future, and any contingent sale or other title retention agreement or lease in the nature thereof.

(c) “Intellectual Property” means, collectively, all rights in or affecting intellectual or other proprietary rights, existing now or in the future, in the United States or anywhere in the world, including, without limitation, any and all rights in, to, or subsisting in the following (i) all issued patents, reissued or reexamined patents, revivals of patents and published and unpublished nonprovisional and provisional patent applications, including the right to file other or further applications, reexamination proceedings; (ii) all copyrights and copyrightable works, including, without limitation, all rights of authorship, use, publication, reproduction, distribution, performance, transformation, moral rights and ownership of copyrightable works, the right to create derivative works, and all applications for registration, registrations, renewals and extensions of registrations; (iii) all trademarks, service marks, logos, and domain names, together with the goodwill for the business associated therewith; (iv) all business information and materials, whether or not patentable or copyrightable, and whether or not reduced to practice, including, without limitation, all technology, ideas, research and development,

inventions, proprietary information, manufacturing, engineering, and operating specifications and practices, methods, processes, procedures, schematics, know-how, formulae, customer, member, visitor, subscriber and supplier lists and information, product surveys, shop rights, designs, drawings, patterns, plans, prototypes, trade secrets, technical data, research records, market surveys, computer programs, and all hardware, software and processes used or useful in connection with or in any way related to the Purchased Assets or related to the Business.

(d) “Person” means any individual, corporation, limited liability company, partnership, joint venture, trust, business, associate or other entity.

4.6 No Other Agreements to Sell Business or Purchased Assets. Seller does not have any commitment or legal obligation, absolute or contingent, to any other Person or party other than Buyer to sell, assign, transfer or effect a sale of the Business or any of the Purchased Assets.

4.7 No Litigation. There are no Actions or court orders pending or, to the knowledge of Seller, threatened against or by Seller in any court or before any arbitrator, private alternative dispute resolution system or governmental entity, nor has Seller been charged with, nor is Seller under investigation with respect to any charge concerning: (i) any violation of any provision of any federal, state or other applicable law, rule, regulation, ordinance, order, decree or governmental restriction, (ii) the right of the Seller to enter into this Agreement or any ancillary document, or to complete the transactions contemplated hereby or thereby, or (iii) that might result, either individually or in the aggregate, in a material adverse effect on the Business or the Purchased Assets. The Seller is not aware that there is any basis for the foregoing. The Seller is not in default with respect to or subject to any court order, and there are no unsatisfied judgments against Seller or any consent decrees, writs, restraining orders, or preliminary or permanent injunctions to which the Seller or the Purchased Assets are subject.

4.8 Tax Matters. Seller has filed with the appropriate taxing authorities all material returns (including, without limitation, information returns and other material information) in respect of taxes required to be filed in connection with respect to the Purchased Assets or the Business through the date hereof and will file any such returns required to be filed on or prior to the Closing. The returns and other information filed in connection with the Purchased Assets or the Business are complete and accurate in all material respects. All material taxes owed by or on behalf of the Seller with respect to the Purchased Assets or the Business (whether or not shown on any tax return of Seller) have been paid, and Seller does not have any liability for taxes in excess of the amounts so paid. Seller has not been the subject of any audit or other proceeding by any taxing authority. All taxes required to be withheld by or on behalf of Seller in connection with amounts paid or owing to any employee, independent contractor, creditor or other person have been properly withheld and paid to the proper taxing authorities. Seller is not a party to or bound by any tax indemnity, sharing or allocation agreement. Seller is not liable for the taxes of any other person. Seller do not have a nexus in any jurisdiction other than the jurisdictions where Seller files all required tax returns. Seller has been either a validly electing S corporation, partnership, or disregarded entity at all times.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement effective as of the Effective Date.

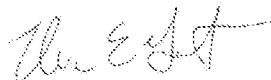
SELLER:

**HEALTHCARE TECHNICAL
SERVICES, INC.**





By: 
Name: Tom Gaunt
Title: Chief Executive Officer

BUYER:

**HEALTHCARE TECHNICAL
SERVICES, LLC**


By: 
Name: Tom Gaunt
Title: Chief Executive Officer

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05/17/2022	Deadline to file a Section 8 declaration of use		United States (USPTO)	09/29/2015	4960082	Registered - Principal Register	035 - Business planning namely, transition planning for medical, commercial and industrial facilities; and Business logistic services in the nature of moving and relocation services, namely, planning and implementing moves of medical, commercial and industrial facilities First use: 1/10/2014 Use in commerce: 1/10/2014
05/17/2022	Deadline to file a Section 8 declaration of use		United States (USPTO)	09/29/2015	4960081	Registered - Principal Register	037 - Construction management services for commercial and industrial projects; Construction supervision services; Construction planning; Construction consultancy; Building maintenance and repair; Providing information on the operation and maintenance and repair of buildings; and Consultation in the field of building commissioning First use: 1/10/2014 Use in commerce: 1/10/2014
05/17/2022	Deadline to file a Section 8 declaration of use		United States (USPTO)	09/29/2015	4960081	Registered - Principal Register	042 - Providing online non-downloadable software for managing construction projects, building commissioning, and transition planning for medical, commercial and industrial facilities; Rental of application software First use: 1/10/2014 Use in commerce: 1/10/2014
10/18/2022	Deadline to file a Section 8 declaration of use		United States (USPTO)	09/29/2015	5062255	Registered - Principal Register	042 - Feature of computer software that allows users to track, monitor, coordinate, communicate and control logistics for completing new facilities, provided as an integral component of online non-downloadable software for managing construction projects, building


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05/03/2027	Deadline to file a Section 8 Declaration of Use/Excusable Nonuse and Section 9 Renewal		United States (USPTO)	09/11/2005	3238330	Registered and renewed	commissioning, and transition planning for medical, commercial and industrial facilities First use: 3/4/2013 Use in commerce: 3/4/2013
05/17/2027	Deadline to file a Section 8 Declaration of Use/Excusable Nonuse and Section 9 Renewal	FREIGHTER	United States (USPTO)	09/11/2005	3243047	Registered and renewed	042 - Providing online non-downloadable software for managing construction projects, building commissioning, and transition planning for medical facilities; Rental of application software First use: 11/1/2002 Use in commerce: 11/1/2002
10/18/2027	Deadline to file a Section 8 Declaration of Use/Excusable Nonuse and Section 9 Renewal	HTS	United States (USPTO)	09/11/2005	3311794	Registered and renewed	035 - Business planning namely, transition planning for medical facilities; and Business logistic services in the nature of moving and relocation services, namely, planning and implementing moves of medical facilities First use: 6/18/2002 Use in commerce: 6/18/2002
							037 - Construction management services for commercial and industrial projects; Construction supervision services; Construction planning; Construction consultancy; Building maintenance and repair; Providing information on the operation and maintenance and repair of buildings; and Consultation in the field of building commissioning First use: 6/18/2002 Use in commerce: 6/18/2002
							041 - Training services and Publication of training manuals in the fields of building operation and building maintenance related to building commissioning services and transition planning for medical facilities First use: 6/18/2002

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							Use in commerce: 6/18/2002
01/03/2028	Deadline to file a Section 8 Declaration of Use/Excusable Nonuse and Section 9 Renewal	HTS	United States (USPTO)	09/11/2005	3363333	Registered and renewed	042 - Providing online non-downloadable software for managing construction projects, [building commissioning,] and transition planning for medical facilities; Rental of application software First use: 11/1/2002 Use in commerce: 11/1/2002
06/19/2028	Deadline to file a Section 8 Declaration of Use/Excusable Nonuse and Section 9 Renewal	VISUAL FRAC	United States (USPTO)	10/12/2006	3450080	Registered and renewed	016 - Printed color-coded floor plans used in connection with construction management services, building commissioning services and transition planning services First use: 11/9/2006 Use in commerce: 11/9/2006 042 - Computer software sold as an integral component of non-downloadable computer software used to create color-coded floor plans in connection with construction management services, building commissioning services and transition planning services First use: 11/9/2006 Use in commerce: 11/9/2006
03/11/2030	Deadline to file a Section 8 Declaration of Use/Excusable Nonuse and Section 9		United States (USPTO)	04/30/2008	3758336	Registered and renewed	042 - Computer software sold as an integral component of non-downloadable computer software used to create color-coded floor plans in connection with construction management services, building commissioning services and transition planning services First use: 6/5/2009 Use in commerce: 6/5/2009

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	Renewal							

Patents

Patent Number	Description	Name	Date
9202390	Schedule Impact Map	Clemenson	9.27.2016
9454742	Schedule Impact Map	Clemenson	9.27.2016

Domains

Domain Names	Registrant	Registry	Next renewal date
Consulths.com	Domain Privacy Service	Domain.com, LLC	4/30/2024
freighttrain.com	Registration Private	Domains by Proxy	11/23/2023

FreightTrain Software

Module Name
Inspection Request Module
Observation
Punch List
FitUp
Occupancy Planning
RAIL

Computers/Tablets

<u>Service Tag #</u>	<u>Asset Name</u>	<u>Asset Type</u>	<u>Date of Purchase</u>	<u>Asset Brand/Model</u>
7QVQ9C3	LT-2021-03-06-1	Laptop	03/06/21	Latitude 7420 2-in-1, 32GB Mem, 1TB HD Sylus, Docking Station and Portable Monitor
JN0R9C3	LT-2021-03-06-2	Laptop	03/06/21	Latitude 7420 2-in-1, 32GB Mem, 1TB HD Sylus, Docking Station and Portable Monitor
F3FR9C3	LT-2021-03-06-3	Laptop	03/06/21	Latitude 7420 2-in-1, 32GB Mem, 1TB HD Sylus, Docking Station and Portable Monitor
1X0R9C3	LT-2021-03-06-4	Laptop	03/06/21	Latitude 7420 2-in-1, 32GB Mem, 1TB HD Sylus, Docking Station and Portable Monitor
92DKX33	LT-2020-10-14	Laptop	10/14/20	Latitude 9410 2-in-1, 16GB Mem, 512 HD Sylus & Docking Station
3LX9N53	LT-2020-08-10	Laptop	08/10/20	Latitude 7410 2-in-1, 16GB Mem, 512 HD
JBMN353	LT-2020-07-24	Laptop	07/24/20	Latitude 7400 2-in-1, 16GB Mem, 512 HD Sylus, Docking Station and Portable Monitor
8Y2B533	LT-2020-06-04	Laptop	05/06/20	Latitude 7400 2-in-1, 16GB Mem, 512 HD
8YZ7533	LT-2020-05-14	Laptop	05/14/20	Latitude 7400 2-in-1, 16GB Mem, 512 HD
732P4Y2	CWEST-LAPTOP	Laptop	01/17/20	Latitude 7400 2-in-1, 16GB Mem, 512 HD Sylus, Docking Station and USB Connector
4W136M2	FT-2018-Mbixler	Laptop	05/01/18	Precision 7510: 16GB Mem, 512 HD
85TK3Z2	LT-2019-12-09	Laptop	12/09/19	Latitude 7400 2-in-1, 16GB Mem, 512 HD
9R12MP2	LT-2018-09-29	Laptop	05/01/18	OptiPlex 3050: 16GB Mem, 512 HD
DK1WPQ2	LT-2018-07-31	Laptop	05/01/18	Lat 7490: 16GB Mem, 256 HD
1ZXQJM2	LT-2018-05-01	Laptop	05/01/18	Lat 7490: 4GB Mem, 256 HD

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20208550001360150	SocketScan S740 2D Blue	Scanner	07/23/20	SocketScan S740 2D Blue. https://www.barcodesinc.com/socket-mobile/part-cx3431-1881.htm
H99FFNW7Q1GC	Jessica's iPad	iPad	04/14/21	iPad 8th Generation, MYL92LL/A, 32GB
DMPFH7V2Q1GC	Vincent's iPad	iPad	04/07/21	iPad 8th Generation, MYL92LL/A, 32GB
DMPYC3XYLWX2	Nicolas's iPad	iPad		iPad Air 3rd Generation, MVI92LL/A, 256GB
SURFACE-2019-02	SURFACE-2019-02	Laptop	05/01/19	Surface 2: 16GB Mem, 512 HD
FGJV2M2	LT-2018-01-20	Laptop	05/01/18	Lat 7490: 16GB Mem, 512 HD
118CGH2	LT-2017-06-28R2	Laptop	05/01/17	Lat 7480: 16GB Mem, 512 HD
GQ3W3G2	LT-05-01-2017-2	Laptop	05/01/17	
4QG8VD2	DESKTOP-40QDU63	Laptop	01/01/15	Lat 7470: 16GB Mem, 512 HD
HVG8VD2	LT-2019-07-08	Laptop	01/01/15	E7470: 8GB Mem, 256 HD
D7H8VD2	LAPTOP-CJAKSHA	Laptop	01/01/15	E7474: 8GB Mem, 256 HD
JHZ2662	LT-11-16-2015	Laptop	05/01/15	E7440: 16GB Mem, 512 HD
B4CJW72		Laptop	05/01/19	Precision 7530
JZFDLH2	LT-2017-10-31-1	Laptop	05/01/17	Lat 7480: 16GB Mem, 256 HD
IKP06M2	FT-2018-RTRABIN	Laptop	05/01/18	
JZ236M2	FT-2018-VHAN	Laptop	05/01/18	
8LJHRY1	LT-10-29-2014	Laptop	05/01/13	
F0K3262	LT-2015-10-02	Laptop	05/01/15	
93C0662	LT-2015-11-25-2	Laptop	05/01/15	E7240: 16GB Mem, 512 HD
4IB9XZ1	LT-03-01-2017	Laptop	05/01/14	12.5" Laptop E7240
C68ZV32	LT-09-04-2015-1	Laptop	05/01/15	15.6" Laptop E6540
D0S3262	LT-10-05-2015-4	Laptop	05/01/15	14" Laptop
Apple	iPad	iPad		
Apple	iPad	iPad		
Apple	iPad	iPad		
Apple	iPad	iPad		
Apple	iPad	iPad		
Samsung	Tablet	Tablet		
MS-FT231	Tablet	Tablet		

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MS-FT229	Tablet	Tablet		
JTW7R22	DT-2015-01-21	Desktop	05/01/15	
7CXM3M1		Desktop	04/22/10	OptiPlex 780
7C7Y0C1		Desktop	10/26/06	OptiFlex GX620
IK00WV1		Desktop	10/24/12	OptiFlex 7020
7HHFMD1		Desktop	09/08/07	Vostro 200
62RK9R1		Desktop	09/04/12	OptiPlex 390

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RECORDED: 06/03/2022

SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT

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