

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM741515

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Healthy Interactions LP		11/01/2021	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	VillageMD Healthy Interactions, LLC		
Street Address:	125 South Clark		
Internal Address:	Suite 900		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3290535	CONVERSATION MAP	
CORRESPONDENCE DATA			
Fax Number:	3122630968		
<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:	3122632300		
Email:	baberneman@gct.law		
Correspondent Name:	Beverly A. Berneman		
Address Line 1:	70 West Madison		
Address Line 2:	Suite 1500		
Address Line 4:	Chicago, ILLINOIS 60602		
NAME OF SUBMITTER:	Beverly A. Berneman		
SIGNATURE:	/Beverly A. Berneman/		
DATE SIGNED:	07/15/2022		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "Assignment") is made and entered into as of November 1, 2021 (the "Effective Date"), between Healthy Interactions LP, a Delaware limited partnership ("Assignor"), and VillageMD Healthy Interactions, LLC, a Delaware limited liability company ("Assignee"). Assignor and Assignee are referred to herein individually as a "Party" and collectively as the "Parties." Capitalized terms used herein and not otherwise defined have the meanings ascribed to them in the Purchase Agreement (as defined below).

WHEREAS, this Assignment is being executed and delivered in connection with that certain Asset Purchase Agreement dated November 1, 2021 (as amended from time to time, the "Purchase Agreement"), pursuant to which, among other things, Assignor has agreed to sell, assign, transfer, convey, and deliver to Assignee, and Assignee has agreed to purchase and assume from Assignor, the Purchased Assets and to assume the Assumed Liabilities (each as defined in the Purchase Agreement), upon the terms and conditions set forth therein.

WHEREAS, in connection with the Purchase Agreement, Assignor has agreed to transfer to Assignee the trademarks identified on the attached Schedule A (the "Assigned Trademarks"), effective as of the Effective Date.

WHEREAS, in accordance with the Purchase Agreement, Assignor desires to assign and Assignee desires to acquire the Assigned Trademarks, including all goodwill associated therewith and symbolized thereby.

NOW THEREFORE, in consideration of the premises, the covenants and the agreements herein contained and in the Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound, agree as follows:

1. Definitions. Unless otherwise defined herein, each capitalized term used herein shall have the meaning assigned thereto in the Purchase Agreement.
2. Assignment. Assignor does hereby sell, assign, convey, transfer and deliver to Assignee, its successors and assigns: (a) all of Assignor's right, title and interest in and to the Assigned Trademarks, including, without limitation, any registrations, applications, renewals and extensions therefor, together with the ongoing and existing business of Assignor to which the Assigned Trademarks pertain and the goodwill associated with the Assigned Trademarks and symbolized thereby, effective as of the Effective Date and (b) all other rights accruing thereunder or pertaining thereto, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors and assigns, as full and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, including all claims, causes of actions and rights to pursue and collect damages, costs, injunctive relief and other remedies for past, current or future infringement or dilution of any of the Assigned Trademarks and all income, royalties or payments due or payable as of the Effective Date or thereafter in respect of any of the foregoing.

3. Purchase Agreement. Notwithstanding anything in this Assignment to the contrary, nothing in this Assignment, express or implied, is intended or shall be construed to modify, expand or limit in any way the terms and conditions of the Purchase Agreement, all of which shall survive the delivery of this Assignment to the extent provided in the Purchase Agreement. To the extent that any provision of this Assignment conflicts or is inconsistent with the terms and conditions of the Purchase Agreement, the Purchase Agreement will govern.
4. Further Assurances. Assignor shall execute any further documents or instruments reasonably requested by Assignee and necessary to confirm, record or otherwise carry out the purposes or intent of this Assignment.
5. Recordation. Assignor authorizes and requests the Commissioner of the U.S. Patent and Trademark Office and any other similar Governmental Authority in countries foreign to the United States to record Assignee as the assignee and owner of the Assigned Trademarks, and to issue any and all Trademark registrations thereon to Assignee.
6. Counterparts. This Assignment may be signed in any number of counterparts, each of which will be an original, with the same effect as if the signatures were upon the same instrument. Signatures to this Assignment transmitted by electronic facsimile, electronic mail in Portable Document Format or by any other electronic means intended to preserve the original graphic and pictorial appearance of the document will be deemed to be the delivery of an original counterpart of this Assignment.

[Signature Page Follow]

IN WITNESS WHEREOF, the Parties have caused this Trademark Assignment Agreement to be duly executed by their respective authorized officers as of the date first written above.

ASSIGNOR:

HEALTHY INTERACTIONS LP

By: _____

Name: Paul D. Lasiuk

Title: Chief Executive Officer

ASSIGNEE:

By: _____

Name:

Title:

IN WITNESS WHEREOF, the Parties have caused this Trademark Assignment Agreement to be duly executed by their respective authorized officers as of the date first written above.

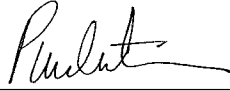
ASSIGNOR:

HEALTHY INTERACTIONS LP

By: _____
Name:
Title:

ASSIGNEE:

**VILLAGEMD HEALTHY
INTERACTIONS, LLC**

By:  _____
Name: Paul Martino
Title: President

Schedule A

Assigned Trademarks

Country	Mark	App. No.	File Date	Reg. No.	Reg. Date
United States of America	MAP4HEALTH	88000588	Jun. 12, 2018	5927681	Dec. 3, 2019
United States of America	HEALTHY INTERACTIONS	87400464	Apr. 6, 2017	5334079	Nov. 14, 2017
United States of America	CONVERSATION MAP	78811358	Feb. 9, 2006	3290535	Sep. 11, 2007
United States of America	PERSONAL HEALTH ENGAGEMENT	77298222	Oct. 8, 2007	3523423	Oct. 28, 2008