

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM758951

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900711702		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WithMe Health, LLC		07/28/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	WithMe Health Holdings, Inc.		
Street Address:	400 S. El Camino Real, Suite 1150		
City:	San Mateo		
State/Country:	CALIFORNIA		
Postal Code:	94402		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	88648496	WITHME HEALTH	
Serial Number:	88468189	WITHME HEALTH	
Registration Number:	6429029		
CORRESPONDENCE DATA			
Fax Number:	4156597333		
	<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:	415-836-2506		
Email:	sddocket@us.dlapiper.com		
Correspondent Name:	Gina Durham, Esq.		
Address Line 1:	555 Mission Street, Suite 2400		
Address Line 4:	San Francisco, CALIFORNIA 94105-2933		
ATTORNEY DOCKET NUMBER:	426879-900100		
NAME OF SUBMITTER:	Aislinn N. Smalling, Esq.		
SIGNATURE:	/Aislinn Smalling/		
DATE SIGNED:	10/03/2022		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT

July 28, 2022

This Trademark Assignment (the "Assignment") effective as of _____ ("Effective Date"), by and between WITHME HEALTH, LLC, a Delaware limited liability company, having an address at 400 S. El Camino Real, Suite 1150, San Mateo, California 94402 ("Assignor") and WITHME HEALTH HOLDINGS, INC., a Delaware corporation having an address at 400 S. El Camino Real, Suite 1150, San Mateo, California 94402 ("Assignee").

RECITALS

WHEREAS, Assignor has adopted, is using, and has registered or has applied for the trademarks as set forth in attached Schedule A (the "Trademarks");

WHEREAS, Assignor agrees to assign to Assignee, and Assignee agrees to accept, all right, title and interest in and to the Trademarks, together with all goodwill associated therewith;

WHEREAS, the signatory signing on behalf of Assignor has the full authority to do so;

ASSIGNMENT

NOW, THEREFORE, for and in consideration, the receipt and sufficiency of which are hereby acknowledged, said Assignor does hereby sell, assign, transfer and set over to said Assignee all its right, title and interest in, to and under said Trademarks, together with the goodwill of the business symbolized by the Trademarks, together with all rights and privileges granted and secured thereby, including the right to sue and recover for any past infringement, said rights to be held and enjoyed by said Assignee, for its own use and benefit and for the use and benefit of its successors, assigns or other legal representatives as fully and entirely as the same would have been held and enjoyed by said Assignor if this Assignment and sale had not been made.

AND, said Assignor hereby covenants that it has full right to convey the entire interest herein assigned, to Assignee.

Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States of America and the empowered officials performing the same or substantially same

function as the Commissioner of Patents and Trademarks of the United States of America of all other governments to issue or transfer the Trademarks to Assignee, as assignee of the entire right, title, and interest therein, or otherwise as Assignee may direct and, at Assignee's cost, to record and register this Assignment upon request by Assignee, its successors, assigns and legal representatives, or to such nominees as it may designate. Assignor shall, at Assignee's cost, take such steps and actions following the date hereof, including the execution of any documents, files, registration, or other similar items, to ensure that the Trademarks are properly assigned to Assignee. In the event that Assignor fails to timely comply with any reasonable request of Assignee set forth in this paragraph, Assignor hereby constitutes and appoints Assignee as Assignor's true and lawful attorney in fact, with full power of substitution in Assignor's name and stead, to take any and all steps, including proceedings at law, in equity or otherwise, to execute, acknowledge and deliver any and all instruments and assurances necessary or expedient in order to vest or perfect the aforesaid rights and related causes of action more effectively in Assignee or to protect the same or to enforce any claim or right of any kind with respect thereto. This includes, but is not limited to, any rights with respect to the Trademarks that may have accrued in Assignor's favor from the respective date of first use of the Trademarks from the Effective Date of the Assignment. Assignor hereby declares that the foregoing power is coupled with an interest and as such is irrevocable.

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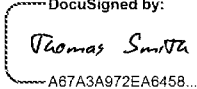
IN WITNESS WHEREOF, the parties hereto have caused this Trademark Assignment to be duly executed on their respective behalf, or by their respective officers thereunto duly authorized, all as of the day and year first above written.

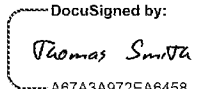
“ASSIGNOR”

“ASSIGNEE”

WITHME HEALTH, LLC

WITHME HEALTH HOLDINGS, INC.

BY:  A67A3A972EA6458...

BY:  A67A3A972EA6458...



PRINTED NAME: THOMAS SMITH

PRINTED NAME: THOMAS SMITH

TITLE: GENERAL COUNSEL

TITLE: GENERAL COUNSEL

SCHEDULE A – U.S. TRADEMARKS

Trademark	Application/Registration Number	Filing Date
	Reg. No. 6,429,029	October 9, 2019
	Serial No. 88/648496	October 9, 2019
WITHME HEALTH	Serial No. 88/468189	June 11, 2019