

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM763374

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Florida Healthcare Management, LLC		10/24/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	VM Group Buyer LLC		
Street Address:	109 Royal Palm Way		
City:	Palm Beach		
State/Country:	FLORIDA		
Postal Code:	33480		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	90615142	VIVAMAS	
Serial Number:	97379230	VIVAMÁS MEDICAL CENTERS	
CORRESPONDENCE DATA			
Fax Number:	2163634588		
<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:	2163634677		
Email:	dpoirier@beneschlaw.com		
Correspondent Name:	DUNCAN POIRIER		
Address Line 1:	200 PUBLIC SQUARE		
Address Line 2:	SUITE 2300		
Address Line 4:	CLEVELAND, OHIO 44114		
ATTORNEY DOCKET NUMBER:	70964-2		
NAME OF SUBMITTER:	Duncan Poirier		
SIGNATURE:	/Duncan Poirier/		
DATE SIGNED:	10/25/2022		
Total Attachments: 5			
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IP ASSIGNMENT AGREEMENT

This IP Assignment Agreement (this “Assignment”), dated October 24, 2022, is made by and between MMM of Florida Healthcare Management, LLC, a Delaware limited liability company (“Seller”), and VM Group Buyer LLC, a Delaware limited liability company (“Purchaser”). Capitalized terms used but not otherwise defined in this Assignment have the meanings assigned to them in that certain Asset Purchase Agreement dated the date hereof by and among Purchaser, Seller, and the other parties thereto (the “Purchase Agreement”).

WHEREAS, Seller and Purchaser have, concurrently herewith, consummated the sale by Seller and acquisition by Purchaser of certain assets of Seller pursuant to the terms and conditions of the Purchase Agreement, and pursuant thereto Seller has agreed to sell, convey, transfer, deliver, and assign to Purchaser, and Purchaser has agreed to purchase from Seller, the Intellectual Property Assets.

WHEREAS, Purchaser is a successor to that part of Seller's business to which the Intellectual Property Assets pertain, and that business is ongoing and existing.

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Seller hereby sells, conveys, transfers, delivers, and assigns to Purchaser, and Purchaser accepts, purchases, and takes assignment from Seller, all of the Intellectual Property Assets, including all right, title, and interest in and to the Intellectual Property Assets, including, without limitation, the following (collectively, the “Assigned Intellectual Property”): (a) the trademark applications set forth on Schedule 1 hereto and all issuances, extensions and renewals thereof, together with the goodwill of the business connected with the use thereof and symbolized thereby; (b) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world; (c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and (d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default of any of the foregoing; provided that the foregoing shall not constitute an obligation by Purchaser to bring any proceeding or suit for legal or equitable relief or otherwise seek to recover or collect any damages with respect to the foregoing.

2. Recordation. Seller hereby authorizes the Commissioner of Patents and the Commissioner for Trademarks of the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Assignment upon request by Purchaser. Purchaser shall be responsible for preparing and filing all instruments and documents necessary to affect the assignment of the Assigned Intellectual Property, including all costs and expenses of preparing and recording country-specific assignments and legalization of signatures (where required).

3. Terms of the Purchase Agreement. Nothing contained in this Assignment shall be deemed to supersede any of the obligations, agreements, covenants, representations and warranties

of Seller or Purchaser contained in the Purchase Agreement, and this Assignment is made and accepted subject to all of the terms, representations and warranties set forth in the Purchase Agreement, all of which survive execution and delivery of this Assignment as set forth in the Purchase Agreement. Seller makes no representations or warranties with respect to the Assigned Intellectual Property except as specifically set forth in the Purchase Agreement. Nothing contained in this Assignment may be construed as a waiver, modification, replacement, restriction, or limitation of any of the rights, obligations, or remedies of Seller or Purchaser as set forth in, or arising in connection with, the Purchase Agreement or any other instrument or document delivered by Seller or Purchaser pursuant to the Purchase Agreement. In the event of any ambiguity or conflict between the terms hereof and the Purchase Agreement, the terms of the Purchase Agreement control.

4. Further Assurances. Each party shall, at the request of any other, at any time and from time to time following the Closing Date, execute and deliver, or cause to be executed and delivered, as the case may be, to the requesting party such further instruments, affidavits, declarations, oaths, exhibits, assignments, powers of attorney, and other documents as may be reasonably necessary or appropriate in order more effectively (a) to assign, transfer and convey to Purchaser, or to perfect or record Purchaser's title to or interest in, the Assigned Intellectual Property, and (b) otherwise to confirm or carry out the provisions of this Assignment.

5. Counterparts. This Assignment may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original, and all such counterparts taken together shall be deemed to be but one and the same instrument.

6. Governing Law. This Assignment shall be governed by and construed in accordance with the internal laws of the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

7. Waiver. Neither this Assignment nor any term hereof may be changed, waived, discharged or terminated other than by an instrument in writing signed by the parties hereto. No failure to enforce any provision of this Assignment shall be deemed to or shall constitute a waiver of such provision and no waiver of any of the provisions of this Assignment shall be deemed to or shall constitute a waiver of any other provision hereof nor shall such waiver constitute a continuing waiver.


8. No Third Party Beneficiaries. Nothing in this Assignment, express or implied, is intended to or shall (a) confer on any Person other than the parties to this Assignment and their respective permitted successors or assigns any rights (including, without limitation, third party beneficiary rights), remedies, obligations or liabilities under or by reason of this Assignment or (b) constitute the parties to this Assignment as partners or as participants in a joint venture. This Assignment shall not provide third parties with any remedy, claim, liability, reimbursement, cause of action or other right in excess of those existing without reference to this Assignment.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this IP Assignment Agreement as of the date first above written.

PURCHASER

VM GROUP BUYER LLC

By: 
Name: Dean Serure
Title: Manager

SELLER

**MMM OF FLORIDA HEALTHCARE
MANAGEMENT, LLC**

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have executed this IP Assignment Agreement as of the date first above written.

PURCHASER

VM GROUP BUYER LLC

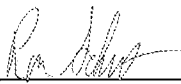
By: _____

Name: _____

Title: _____

SELLER

**MMM OF FLORIDA HEALTHCARE
MANAGEMENT, LLC**


By:  _____

Name: Ron Schutzen

Title: Chief Executive Officer

Schedule 1

Trademarks and Trademark Applications

	Trademark	Class(es)	Application Number	Application Date
1.	VIVAMAS	42 44	90615142	31-MAR-2021
2.	VIVAMÁS MEDICAL CENTERS  VivaMás Medical Centers	42 44	97379230	25-APR-2022