

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM824093

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Heritage Health Solutions, Inc.		07/01/2023	Corporation: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	YouTurn, LLC		
<b>Street Address:</b>	1900 N. Pearl Street		
<b>Internal Address:</b>	Suite 1740		
<b>City:</b>	Dallas		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75201		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	97494429	YOUTURN HEALTH	
<b>Serial Number:</b>	97494427	YOUTURN HEALTH	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2149994667		
<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>			
<b>Phone:</b>	2149994702		
<b>Email:</b>	ipdocketing@foley.com		
<b>Correspondent Name:</b>	Kay Lyn Schwartz		
<b>Address Line 1:</b>	2021 McKinney Avenue, Suite 1600		
<b>Address Line 4:</b>	Dallas, TEXAS 75201		
<b>NAME OF SUBMITTER:</b>	Kay Lyn Schwartz		
<b>SIGNATURE:</b>	/Kay Lyn Schwartz/		
<b>DATE SIGNED:</b>	07/13/2023		
<b>Total Attachments: 4</b>			
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## TRADEMARK ASSIGNMENT

**THIS TRADEMARK ASSIGNMENT** (this “*Assignment*”), effective July 1st, 2023 (the “*Effective Date*”) is by and between **HERITAGE HEALTH SOLUTIONS, INC.**, a corporation existing under the laws of the State of Texas, USA, having a business address of 750 Canyon Drive, Suite 120, Coppell, Texas 75019 (“*Assignor*”) and **YOUTURN, LLC**, a limited liability company organized and existing under the laws of the State of Delaware, USA, having a business address of 1900 N. Pearl Street, Suite 1740, Dallas, TX 75201 (“*Assignee*”). Assignor and Assignee are collectively referenced herein as the “*Parties*”.

### **RECITALS**

**WHEREAS**, Assignor is the owner of all right, title, and interest in and to the trademarks, and corresponding trademark applications set forth on **Schedule A** attached hereto and incorporated by reference, together with all goodwill associated therewith (collectively, the “*Assigned Trademarks*”); and

**WHEREAS**, Assignor desires to assign and transfer all of its rights, title and interest in, to, and under the Assigned Trademarks and all goodwill associated therewith, to Assignee, and Assignee desires to acquire all of Assignor’s rights, title and interest in, to, and under the Assigned Trademarks, pursuant to the terms and conditions of this Assignment.

**NOW, THEREFORE**, in consideration of the mutual promises herein contained, for the recited consideration of \$1 United States dollar (US\$1), and for other good and other valuable consideration, the receipt and adequacy of which is hereby acknowledged:

**1. ASSIGNMENT.**

Assignor hereby assigns, transfers, conveys and delivers to Assignee, all of Assignor’s rights, title and interest in, to, and under (i) the Assigned Trademarks together with the goodwill associated therewith, and (ii) all income, royalties, damages, claims and payments now or hereafter due or payable with respect to any of the foregoing, and in and to all causes of action, either in law or in equity for past, present or future infringement of any of the foregoing, and in and to all rights corresponding to the foregoing throughout the world. Such rights, title and interest shall be held and enjoyed by Assignee, for its own use and benefit and for the use and benefit of its successors and assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made. Assignee accepts the above-referenced assignment, transfer, conveyance and delivery of the Assigned Trademarks.

**2. AUTHORIZATION.**

Assignor hereby expressly authorizes the respective trademark office or governmental agency in each and every jurisdiction worldwide (including the Commissioner of Patents and Trademarks in the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries or multinational authorities) (the “*Applicable IP Offices*”) to: (A) issue any and all trademarks or equivalent which may be granted upon any of the Assigned Trademarks in the name of Assignee, as the assignee to Assignor’s interest therein;

and (B) record Assignee as the assignee of the Assigned Trademarks, to record this Assignment, and to deliver to Assignee, and to Assignee's attorneys, agents, successors or assigns, all official documents and communications as may be warranted by this Assignment.

**3. FURTHER ASSURANCES.**

Each party hereby agrees to execute and deliver to the other party all necessary documents and take all necessary actions reasonably requested by such party from time to time to confirm or effect the transfers set forth in this Assignment, or otherwise to carry out the purposes of this Assignment, including, without limitation, by providing executed originals of short-form assignment agreements for filing or otherwise evidencing the assignments set forth in this Assignment with the Applicable IP Offices.

**4. COUNTERPARTS.**

This Assignment may be executed by facsimile signature in multiple counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, the Parties have executed this Assignment to be effective as of the Effective Date.

*[Signatures follow]*

**ASSIGNOR:**

**HERITAGE HEALTH SOLUTIONS, INC.,**  
a Texas corporation

By: Kevin James  
Name: Kevin James  
Title: CEO

**ASSIGNEE:**

**YOUTURN, LLC,**  
a Delaware limited liability company

By: Brent Lomax  
Brent Lomax, Chief Financial Officer

**SCHEDULE A**

**ASSIGNED TRADEMARKS**

<b>Our Ref.</b>	<b>Jurisdiction</b>	<b>Mark</b>	<b>Class</b>	<b>Application No.</b>	<b>Application Date</b>
634361-3011	U.S.	YOUTURN HEALTH	41, 44	97/494429	Jul-08-2022
634361-3012	U.S.	<b>Youturn</b> HEALTH	41, 44	97/494427	Jul-08-2022