

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM843574

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900803540		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fident, LLC	FORMERLY Telehealth Solution Holding, LLC	09/15/2023	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	Avel eCare, LLC		
Street Address:	4500 N. Lewis Ave.		
City:	Sioux Falls		
State/Country:	SOUTH DAKOTA		
Postal Code:	57104		
Entity Type:	Limited Liability Company: SOUTH DAKOTA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	98095925	FIDENT	
Serial Number:	98095879	FIDENT HEALTH	
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:	16053571263		
Email:	ehertz@dehs.com		
Correspondent Name:	/Elizabeth Sayler Hertz		
Address Line 1:	206 W 14th St		
Address Line 4:	Sioux Falls, SOUTH DAKOTA 57014		
NAME OF SUBMITTER:	Elizabeth Hertz		
SIGNATURE:	/Elizabeth Sayler Hertz/		
DATE SIGNED:	10/04/2023		
Total Attachments: 5			
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IP ASSIGNMENT AGREEMENT

This IP Assignment Agreement (this “Agreement”), dated as of September 15, 2023, is by and between Avel eCare, LLC, a South Dakota limited liability company (“Buyer”), and Fident, LLC, a Delaware limited liability company (“Seller” and, together with Buyer, each a “Party” and collectively the “Parties”).

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of even date herewith, by and between Buyer and Seller (the “Purchase Agreement”), Seller has agreed to sell to Buyer, and Buyer has agreed to purchase from Seller, free and clear of all Encumbrances (other than Permitted Encumbrances), all of Seller’s right, title, and interest in and to the Seller IP Rights included in the Purchased Assets.

WHEREAS, the Parties are entering into this Agreement to evidence the sale, conveyance, grant, assignment, transfer, and delivery of the Seller IP Rights included in the Purchased Assets by Seller to Buyer.

NOW, THEREFORE, the Parties, intending to be legally bound, agree as follows:

1. In consideration of the Purchase Price, the receipt and sufficiency of which is hereby acknowledged, effective as of the Closing and upon the terms and subject to the conditions set forth in the Purchase Agreement, including Section 2.1(e) of the Purchase Agreement, Seller hereby sells, transfers, conveys, and assigns to Buyer, and Buyer hereby purchases from Seller, free and clear of all Encumbrances (other than Permitted Encumbrances), all of Seller’s right, title, and interest in and to (i) the Seller IP Rights included in the Purchased Assets, (ii) the goodwill of the Business symbolized by the Seller IP Rights included in the Purchased Assets, (iii) any Proceeding, whether accruing before, on, or after the Closing, including all rights to and claims for damages, restitution, and injunctive relief and other legal and equitable relief for all past, present, and future infringement of the Seller IP Rights included in the Purchased Assets, specifically including the right to sue and recover for past infringement that occurred prior to the assignment of the Seller IP Rights included in the Purchased Assets, and to receive all damages, payments and costs associated therewith, (iv) any common law rights of Seller to the Seller IP Rights included in the Purchased Assets, and (v) any moral rights and trade secrets of Seller embodied within the Seller IP Rights included in the Purchased Assets.

2. Seller hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States Patent and Trademark Office and/or the United States Copyright Office, as applicable, to record the assignment of any trademarks and trade names, whether registered or not, set forth on Exhibit A, and any works susceptible to copyright set forth on Exhibit A, of Seller to, and for the sole use and benefit of, Buyer, its successors, assigns, nominees, or legal representatives. Seller hereby agrees that a copy of this Agreement will be deemed a full legal and formal equivalent of any assignment, consent to file, or similar document that could be required in any country for any purpose and more particularly in proof of the right of Buyer or its nominee to claim the benefit of the right of priority provided by any applicable international convention.

3. The terms of the Purchase Agreement, including the Parties’ representations, warranties, covenants, agreements, and indemnities, are not superseded by this Agreement, but remain in full force and effect to the full extent provided in the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms of this Agreement, the terms of the Purchase Agreement will govern. Nothing in this Agreement is intended to broaden or narrow the scope of any representation or warranty contained in the Purchase Agreement.

4. Any term or provision of this Agreement that is invalid or unenforceable in any jurisdiction will be, for such jurisdiction, ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms or provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction. Upon such determination that any term or provision of this Agreement is invalid or unenforceable, the Parties shall negotiate in good faith to modify this Agreement to give effect to the original intent of the Parties as closely as possible in a mutually acceptable manner so that the Transactions are consummated as originally contemplated to the greatest extent possible.

5. Section 7.7 of the Purchase Agreement is hereby incorporated herein by reference as if it is fully repeated herein, *mutatis mutandis*.

6. The Parties may execute this Agreement in one or more counterparts, each of such counterparts is to be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile, electronic mail, or other means of electronic transmission (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com or www.simplyagree.com) will constitute effective execution and delivery of this Agreement as to the Parties. Signatures of the Parties transmitted by facsimile, electronic mail, or other means of electronic transmission (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com or www.simplyagree.com) will be deemed original signatures for all purposes.

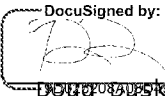
7. Capitalized terms used but not otherwise defined in this Agreement have the meanings given to such terms in the Purchase Agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, each of the Parties, intending to be legally bound, has either duly executed this Agreement or caused an authorized officer of such Party to duly execute this Agreement on behalf of such Party, as of the date first set forth above.

BUYER

Avel eCare, LLC

DocuSigned by:

By: _____
Name: Douglas A. Stein
Title: CEO

IN WITNESS WHEREOF, each of the Parties, intending to be legally bound, has either duly executed this Agreement or caused an authorized officer of such Party to duly execute this Agreement on behalf of such Party, as of the date first set forth above.

SELLER

Fident, LLC

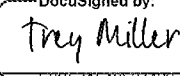
DocuSigned by:

By: _____
Name: Trey Miller
Title: Authorized Director

Exhibit A

Specific Seller IP Rights

1. Application for registration of “FIDENT” Mark:
 - Jurisdiction- United States
 - Date Filed-07/21/2023
 - Serial Number: 98095925

2. Application for registration of “FIDENT HEALTH” Mark:
 - Jurisdiction- United States
 - Date Filed-07/21/2023
 - Serial Number: 98095879