

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM847274

<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>
ACTEGY HEALTH LIMITED		11/09/2021	Limited Company: UNITED KINGDOM
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ACTEGY LIMITED		
<b>Street Address:</b>	1 Westpoint Western Road		
<b>City:</b>	Bracknell, Berkshire		
<b>State/Country:</b>	UNITED KINGDOM		
<b>Postal Code:</b>	RG12 1HJ		
<b>Entity Type:</b>	Limited Company: UNITED KINGDOM		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6358957	MEDICCOACH	
<b>Registration Number:</b>	6351327	OXYWAVE	
<b>Serial Number:</b>	88847353	REVITIVE PROHEALTH	
<b>Registration Number:</b>	6292184	REVITIVE MEDIC KNEE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3123327701		
<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>	312-332-7710		
<b>Email:</b>	mskdocket@advitamip.com		
<b>Correspondent Name:</b>	Michele S. Katz		
<b>Address Line 1:</b>	150 S. Wacker Drive, Suite 2400		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60606		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>	Michele S. Katz		
<b>Address Line 1:</b>	150 S. Wacker Drive, Suite 2400		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60606		
<b>NAME OF SUBMITTER:</b>	Michele S. Katz		

OP \$115.00 6358957

<b>SIGNATURE:</b>	/Michele S. Katz/
<b>DATE SIGNED:</b>	10/17/2023
<b>Total Attachments: 10</b> source=Trademark Assignment - Actegy#page1.tif source=Trademark Assignment - Actegy#page2.tif source=Trademark Assignment - Actegy#page3.tif source=Trademark Assignment - Actegy#page4.tif source=Trademark Assignment - Actegy#page5.tif source=Trademark Assignment - Actegy#page6.tif source=Trademark Assignment - Actegy#page7.tif source=Trademark Assignment - Actegy#page8.tif source=Trademark Assignment - Actegy#page9.tif source=Trademark Assignment - Actegy#page10.tif	

## ASSIGNMENT

This Assignment is made the 9 of November, 2021

BETWEEN

### ASSIGNOR

ACTEGY HEALTH LIMITED whose registered office is situated at The Old Rectory, Church Street, Weybridge, Surrey, KT13 8DE, United Kingdom

(Hereafter referred to as 'the Assignor') of the one part

AND

### ASSIGNEE

ACTEGY LIMITED whose registered office is situated at 1 Westpoint Western Road, Bracknell, Berkshire, RG12 1HJ, United Kingdom

(Hereafter referred to as 'the Assignee') of the other part

WHEREAS

- (A) The Assignor is the registered proprietor of the Registered Trade Marks particulars of which are set out in Schedule 1 below and the applicant for registration of the United Kingdom Trade Marks particulars of which are set out in Schedule 2 below (collectively called "the Trade Marks").
- (B) The Assignor is the registered proprietor of the Registered Designs particulars of which are set out in Schedule 3 below and the applicant for registration of the Designs particulars of which are set out in Schedule 3 below (collectively called "the Designs").
- (C) The Assignor has agreed to assign to the Assignee the Trade Marks together with the goodwill of the business of the Assignor concerned in the goods and services in respect of which the Trade Marks are registered or registration has been sought  
and  
the Assignor has agreed to assign to the Assignee the Designs upon the following terms and conditions.

### 1 Assignment

In pursuance of the said agreement and in consideration of the sum of £1.00 (One Pound Sterling) now paid by the Assignee to the Assignor (the receipt whereof the Assignor hereby acknowledges) the Assignor with full title guarantee HEREBY ASSIGNS unto the Assignee:

- (A) the Trade Marks and the full and exclusive benefit of each of them together with the goodwill of the business of the Assignor concerned in the goods or services in respect of which the Trade Marks are registered or

registration has been sought;

and

(B) the Designs and the full and exclusive benefit of each of them

TO HOLD the same unto the Assignee absolutely.

## **2 Assignor's obligations and warranties**

2.1 The Assignor shall at the discretion and expense of the Assignee execute any further document and do any such thing as the Assignee may require to enable the Assignee to become registered as proprietor of the Trade Marks and the Designs and to secure the benefits of the rights hereby assigned.

2.2 The Assignor hereby warrants that:

2.2.1 it is the proprietor of the Trade Marks and the Designs and has the full power to enter into this Assignment;

2.2.2 it has not granted any licences to use the Trade Marks or the Designs;

2.2.3 it has not, either by act or omission caused and permitted anything to be done which might endanger the validity of the Trade Marks or the Designs or the ability of the Assignee to register the Assignment;

2.2.4 it has not knowingly withheld from the Assignee knowledge of any circumstances that may endanger the validity of the Trade Marks or the Designs or the ability of the Assignee to register the Assignment;

2.2.5 all renewal fees due in respect of any registered Trade Marks and Designs have been paid; and

2.2.6 all previous assignments of the Trade Marks and the Designs are valid and the Assignor is properly entered on the Register of Trade Marks as proprietor of the Trade Marks and on the Register of Designs as the proprietor of the Designs.

IN WITNESS of which this Assignment has been executed as a Deed and delivered that date and year first written above.

SIGNED by the said:

**ASSIGNOR**                      **Actegy Health Limited**

Name:

*Rossanna Penny*

Position:

Director, Actegy Health Limited

On the 9 day of November, 2021

SIGNED on behalf of the said:

**ASSIGNEE**            **Actegy Limited**

Name:                    *Roseanna Penny*

Position:                Director, Actegy Limited

On the 9 day of        November            , 2021

SCHEDULE 1

Registered Trade Marks

Trade Mark	Number	Country	Filing date	Classes
MEDICCOACH	3442035	UK	06-Nov-19	10
MEDICCOACH	6358957	United States	07-Nov-19	10
MEDICCOACH	1551086	International	01-Jul-20	10
MEDICCOACH	1551086	European Union designation	01-Jul-20	10
MEDICCOACH	1551086	Designating AU	01-Jul-20	10
OXYWAVE	3442027	UK	06-Nov-19	10
OXYWAVE	018264846	European Union	01-Jul-20	10
OXYWAVE	00918264846	UK (cloned from EU)	01-Jul-20	10
OXYWAVE	6351327	United States	07-Nov-19	10
OXYWAVE	42202211	China	08-Nov-19	10
OXYWAVE	1530005	International filing designating AU & CA	28-Feb-20	10
OXYWAVE	1530005	Australia	28-Feb-20	10
REVITIVE PROHEALTH	3439096	UK	24-Oct-19	10
REVITIVE PROHEALTH	88847353	United States	25-Mar-20	10
REVITIVE PROHEALTH	018213918	European Union	24-Mar-20	10
REVITIVE PROHEALTH	00918213918	UK (cloned from EU)	24-Mar-20	10
REVITIVE PROSANTE	4593850	France	25-Oct-19	10
REVITIVE MEDIC KNEE	3442031	UK	06-Nov-19	10
REVITIVE MEDIC KNEE	6292184	United States	15-Feb-20	10

SCHEDULE 2

Trade Mark Applications

<b>Trade Mark</b>	<b>Number</b>	<b>Country</b>	<b>Filing date</b>	<b>Classes</b>
MEDICCOACH	42211773	China	08-Nov-19	10
OXYWAVE	1530005	Canada	28-Feb-20	10
REVITIVE PROHEALTH	2121894	Australia	21-Sep-20	10

SCHEDULE 3

Registered Designs

<b>Design Title / description</b>	<b>Number</b>	<b>Region</b>	<b>Filing date</b>
5575AQ MEDICCOACH Part of article - footplate, handle and display configuration showing sensors	007209135-0001	Europe	08-Nov-19
5575AQ MEDICCOACH Part of article - footplate, handle and display configuration showing sensors	6124106	UK	08-Nov-19
5575AQ MEDICCOACH Part of article - foot plate and display configuration: 1. off mode 2. on mode	007209135-0002	Europe	08-Nov-19
5575AQ MEDICCOACH Part of article - foot plate and display configuration: 1. off mode 2. on mode	6124107	UK	08-Nov-19
5575AQ MEDICCOACH Part of article - Y configuration with control panel: 1. off mode 2. on mode	007209135-0003	Europe	08-Nov-19
5575AQ MEDICCOACH Part of article - Y configuration with control panel: 1. off mode 2. on mode	6124108	UK	08-Nov-19
5575AQ MEDICCOACH Part of article - Y configuration	007209135-0004	Europe	08-Nov-19
5575AQ MEDICCOACH Part of article - Y configuration	6124109	UK	08-Nov-19
5575AQ MEDICCOACH Part of article - Footplate configuration showing sensors	007209135-0005	Europe	08-Nov-19
5575AQ MEDICCOACH Part of article - Footplate configuration showing sensors	6124110	UK	08-Nov-19
5575AQ MEDICCOACH Part of article – Handle	007209135-0006	Europe	08-Nov-19
5575AQ MEDICCOACH Part of article – Handle	6124111	UK	08-Nov-19
5575AQ MEDICCOACH Part of article - Sensors	007209135-0007	Europe	08-Nov-19
5575AQ MEDICCOACH Part of article - Sensors	6124112	UK	08-Nov-19
5575AQ MEDICCOACH Whole article	007209135-0008	Europe	08-Nov-19



<b>Design Title / description</b>	<b>Number</b>	<b>Region</b>	<b>Filing date</b>
5575AQ MEDICCOACH Whole article	6124113	UK	08-Nov-19
5575AQ MEDICCOACH Whole article	2020-3765	Japan	27-Feb-20
5575AQ MEDICCOACH Whole article	30-2020-0006581	South Korea	14-Feb-20
5575AQ MEDICCOACH Whole article	202010894	Australia	17-Feb-20
5575AQ MEDICCOACH Whole article	202030139347.0	China	10-Apr-20
APP 1 - Graphical user interface (Controller)	007209150-0001	Europe	08-Nov-19
APP 1 - Graphical user interface (Controller)	6124120	UK	08-Nov-19
APP 1 - Graphical user interface (Controller)	202030140429.7	China	10-Apr-20
APP 1 - Graphical user interface (Controller)	193183	Canada	18-Feb-20
APP 1 - Graphical user interface (Controller)	2020-3767	Japan	27-Feb-20
APP 1 - Graphical user interface (Controller)	30-2020-0006582	South Korea	14-Feb-20
APP 2 - Graphical user interface (Dashboard)	007209150-0002	Europe	08-Nov-19
APP 2 - Graphical user interface (Dashboard)	6124121	UK	08-Nov-19
APP 2 - Graphical user interface (Dashboard)	202030140253.5	China	10-Apr-20
APP 3 - Graphical user interface (Progress Activity)	007209150-0003	Europe	08-Nov-19
APP 3 - Graphical user interface (Progress Activity)	6124122	UK	08-Nov-19
APP 3 - Graphical user interface (Progress Activity)	202030141189.2	China	10-Apr-20
APP 4 - Graphical user interface (Progress Awards)	202030140624.X	China	10-Apr-20
APP 4 - Graphical user interface (Progress Awards)	007209150-0004	Europe	08-Nov-19
APP 4 - Graphical user interface (Progress Awards)	6124123	UK	08-Nov-19
APP 5 - Graphical user interface (Life Score)	007209150-0005	Europe	08-Nov-19
APP 5 - Graphical user interface (Life Score)	6124124	UK	08-Nov-19
APP 5 - Graphical user interface (Life Score)	202030141298.4	China	10-Apr-20
5573AQ MEDIC Whole article	007209135-0009	Europe	08-Nov-19

<b>Design Title / description</b>	<b>Number</b>	<b>Region</b>	<b>Filing date</b>
5573AQ MEDIC Whole article	6124114	UK	08-Nov-19
5573AQ MEDIC Whole article	2020-3766	Japan	27-Feb-20
5573AQ MEDIC Whole article	30-1089058	South Korea	14-Feb-20
5573AQ MEDIC Whole article	202010896	Australia	17-Feb-20
5573AQ MEDIC Whole article	202030139563.5	China	10-Apr-20
5573AQ MEDIC Part of article - Footplate, handle and display configuration	007209135-0010	Europe	08-Nov-19
5573AQ MEDIC Part of article - Footplate, handle and display configuration	6124115	UK	08-Nov-19
5573AQ MEDIC Part of article - Footplate and display configuration: 1. on mode 2. off mode	007209135-0011	Europe	08-Nov-19
5573AQ MEDIC Part of article - Footplate and display configuration: 1. on mode 2. off mode	6124116	UK	08-Nov-19
5573AQ MEDIC Part of article - base configuration	007209135-0012	Europe	08-Nov-19
5573AQ MEDIC Part of article - base configuration	6124117	UK	08-Nov-19
5573AQ MEDIC Part of article - Y configuration with control panel: 1. on mode 2. off mode	007209135-0013	Europe	08-Nov-19
5573AQ MEDIC Part of article - Y configuration with control panel: 1. on mode 2. off mode	6124118	UK	08-Nov-19
5573AQ MEDIC Part of article - footplate configuration	007209135-0014	Europe	08-Nov-19
5573AQ MEDIC Part of article - footplate configuration	6124119	UK	08-Nov-19
Design 1 - 5572AQ PROHEALTH design - Whole Article	6105832	UK	06-Nov-20
Design 1 - 5572AQ PROHEALTH design - Whole Article	008260558-0001	Europe	06-Nov-20
Design 1 - 5572AQ PROHEALTH design - Whole Article	202016038	Australia	06-Nov-20
Design 2 - 5572AQ PROHEALTH design - Front of Article Design	008260558-0002	Europe	06-Nov-20
Design 3 - 5572AQ PROHEALTH design - Bottom view of Article Design	008260558-0003	Europe	06-Nov-20
Design 3 - 5572AQ PROHEALTH design - Bottom view of Article Design	6105834	UK	06-Nov-20
Design 4 - 5572AQ PROHEALTH design - Control panel design	008260558-0004	Europe	06-Nov-20

<b>Design Title / description</b>	<b>Number</b>	<b>Region</b>	<b>Filing date</b>
Design 4 - 5572AQ PROHEALTH design - Control panel design	6105835	UK	06-Nov-20
Design 5 - 5572AQ PROHEALTH design - Footplate design	008260558-0005	Europe	06-Nov-20
Design 5 - 5572AQ PROHEALTH design - Footplate design	6105836	UK	06-Nov-20

SCHEDULE 4

Applications for Registered Design

<b>Design Title / description</b>	<b>Number</b>	<b>Region</b>	<b>Filing date</b>
5575AQ MEDICCOACH Whole article	29/723,828	United States	11-Feb-20
5575AQ MEDICCOACH Whole article	193186	Canada	18-Feb-20
5573AQ MEDIC Whole article	193185	Canada	18-Feb-20
5573AQ MEDIC Whole article	29/723,827	United States	11-02-2020
Design 1 - 5572AQ PROHEALTH design - Whole Article	199190	Canada	06-Nov-20
Design 1 - 5572AQ PROHEALTH design - Whole Article	345646900	China	09-Nov-20
Design 1 - 5572AQ PROHEALTH design - Whole Article	2020-23998	Japan	06-Nov-20
Design 1 - 5572AQ PROHEALTH design - Whole Article	30-2020-0053593	South Korea	06-Nov-20
Design 1 - 5572AQ PROHEALTH design - Whole Article	29762918	United States	18-Dec-20
Design 2 - 5572AQ PROHEALTH design - Front of Article Design	6105833	UK	06-Nov-20