

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM847753

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AireHealth, Inc.		10/20/2023	Corporation: FLORIDA
RECEIVING PARTY DATA			
Name:	VUAANT, INC. D/B/A CARE.AI		
Street Address:	7300 SANDLAKE COMMONS BLVD.		
Internal Address:	SUITE 327		
City:	ORLANDO		
State/Country:	FLORIDA		
Postal Code:	32819		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	6275261	AIREHEALTH	
Serial Number:	97592907	BREATHSOUNDS	
CORRESPONDENCE DATA			
Fax Number:	2039757180		
<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:	212-912-2915		
Email:	christina.london@lockelord.com		
Correspondent Name:	Locke Lord LLP		
Address Line 1:	Church Street Station; P.O. Box 1470		
Address Line 4:	New York, NEW YORK 10008-1470		
ATTORNEY DOCKET NUMBER:	1590031.00001		
NAME OF SUBMITTER:	Christina London		
SIGNATURE:	/christina london/		
DATE SIGNED:	10/23/2023		
Total Attachments: 5			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (“**Assignment**”) is made and entered into this 20th day of October 2023, by and between AireHealth, Inc., a Florida corporation with a principal place of business of 1511 E State Road 434, Suite 2001, Winter Springs, Florida 32708 (“**Assignor**”) and Vuaant, Inc. d/b/a Care.AI, a Delaware corporation with a principal place of business of 7300 Sandlake Commons Blvd., Suite 327, Orlando, Florida 32819 (“**Assignee**”).

WHEREAS, Assignor is the owner of and controls various registered and/or common law Patents, Trademarks, Copyrights, Domain Names, Trade Secrets, and Social Media Accounts (collectively, “**Assignor Intellectual Property**”) used in connection with its business.

WHEREAS, Assignor and Assignee are parties to that certain Sales Contract, dated as of September 14, 2023 (the “**Sales Contract**”), pursuant to which Assignor is, inter alia, selling, transferring, assigning, conveying and delivering to Assignee all Assignor Intellectual Property upon Closing, which will be on or before October 25, 2023.

WHEREAS, Assignee desires for Assignor to, and Assignor desires to, assign all right, title, and interest in and to the Assignor Intellectual Property to Assignee.

NOW THEREFORE, in consideration of the good and valuable consideration furnished by Assignee to Assignor, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee, intending to be legally bound, hereby covenant and agree as follows:

1. **Definitions.** As used herein, the following terms have the following meanings:

“**Copyrights**” means all works of authorship, copyrightable works, all copyrights, and all applications, registrations, and renewals in connection therewith, including, without limitation, Copyrights listed or described on Schedule A.

“**Domain Names**” means domain names and uniform resource locators, including, without limitation, the Domain Names listed or described on Schedule A.

“**Patents**” means issued patents and patent applications (whether provisional or non-provisional), including divisionals, continuations, continuations-in-part, substitutions, reissues, reexaminations, extensions, or restorations of any of the foregoing, and any other governmental authority-issued indicia of invention ownership (including certificates of invention, petty patents, and patent utility models), including, without limitation, Patents listed or described on Schedule A.

“**Social Media Accounts**” means the social media accounts or usernames controlled by Assignor whether or not Trademarks, all associated web addresses, URLs, websites and web pages, social media sites and pages, and all content and data thereon or relating thereto, whether or not Copyrights, including, without limitation, the Social Media Accounts listed or described on Schedule A.

“**Trademarks**” means trademarks, service marks, trade dress, logos, slogans, trade names, company names, and rights in telephone numbers, together with all translations, adaptations, derivations, and combinations thereof and including all goodwill associated therewith, along with the portion of Assignor’s business to which the Trademarks pertain, and all applications, registrations, and renewals in connection therewith, including, without limitation, the Trademarks listed or described on Schedule A.

2. **Assignment.** Assignor hereby irrevocably sells, assigns, transfers and conveys to Assignee, its successors, assigns, and legal representatives, all right, title and interest in and to any and all Assignor Intellectual Property in perpetuity, including, but not limited to, all rights and interests in the Assignor Intellectual Property listed on Schedule A (collectively, the “**Assigned Intellectual Property**”), and Assignor acknowledges that Assignee owns and will own all such existing and future right, title and interest in and to the Assigned Intellectual Property, including, without limitation, the right to claim priority rights deriving from any of the foregoing and the right to sue for, settle and release past, present and future infringement of any of the foregoing. Without limiting the foregoing, Assignor acknowledges that Assignee may use, sell, license, translate, copy, duplicate, record, broadcast, distribute, perform, display, add to, subtract from, arrange, rearrange, revise, modify, change, adapt and otherwise exploit the Assigned Intellectual Property and any derivative works thereof in Assignee’s sole and absolute discretion.

3. **Further Assurances.** Assignor will, at its own cost and expense, promptly execute, acknowledge and deliver to Assignee all additional instruments or documents that Assignee reasonably determines at any time to be necessary to complete the timely transfer of the Assigned Intellectual Property to Assignee. Furthermore, Assignor will, at Assignee’s cost and expense, testify in any legal proceedings, sign all lawful papers, execute all divisional, continuing, reissue, reexamination and other applications, make all assignments and rightful oaths, and generally use commercially reasonable efforts to do everything possible to aid Assignee, its successors, assigns and nominees to obtain and enforce proper protection for the Assigned Intellectual Property in all countries. Assignor shall not execute any agreements inconsistent with the foregoing. Without limiting the foregoing, Assignor irrevocably designates and appoints Assignee, and its duly authorized officers and agents, as such Assignor’s agent and attorney-in-fact to act for and on its behalf and instead of such Assignor, to execute and file any documents, applications or related filings and to do all other lawfully permitted acts in furtherance of the purposes set forth above in this Paragraph, including, without limitation, the perfection of assignment and the prosecution and issuance of copyright applications and registrations, trademark applications and registrations, or other rights in connection with such Assigned Intellectual Property and improvements thereto with the same legal force and effect as if executed by such Assignor.

4. **Domain Names.** At its own expense, Assignor will promptly and properly: (i) complete and submit to the registrar for each of the Domain Names, any and all instructions necessary to transfer ownership as registrant of the Domain Names to Assignee; and (ii) take all actions necessary to transfer ownership and control of the Social Media Accounts to Assignee.

5. **Representations.** Assignor represents, warrants and covenants that: (i) it is the sole owner of the Assigned Intellectual Property; (ii) the Assigned Intellectual Property do not

and will not infringe on any copyright, trademark or other intellectual property rights of any third party; (iii) the Assigned Intellectual Property does not and will not violate any rights of publicity or privacy of any third party or contain any scandalous, libelous, or unlawful matter that is injurious to person or property; and (iv) it has neither made nor entered into any assignment, sale, agreement or encumbrance that would conflict with this Assignment or the matters contemplated hereby.

6. Assignors' Transfer and Cessation of Use of the Assigned Intellectual Property.

6.1. Commencing on the Effective Date, Assignor shall immediately cease all use, and will forever refrain from using, any words, names, slogans, symbols, or logos (or anything confusingly similar thereto) as they appear in the Assigned Intellectual Property in any manner, including but not limited to use for any entity name, slogan, product name, on any website, as a service mark, trademark, domain name, URL, meta-tag, directory search term, or a component of any of the foregoing.

6.2. Commencing on the Effective Date, Assignor shall: (i) provide to Assignee all existing documentation and information in such Assignor's possession or control that relates to the Assigned Intellectual Property (and to the extent information relating to the Assigned Intellectual Property is not in a medium that is reasonably transferable to Assignee on the date hereof, such Assignor will promptly record such information in a reasonably suitable form and furnish such information to Assignee); (ii) destroy all remaining copies of all printed or electronic media in such Assignor's possession pertaining to such documentation or information; and (iii) cease all use and development of, and forever refrain from using in any manner, the trade secrets and any confidential information that relates to the Assigned Intellectual Property.

7. Waiver of Moral Rights. Each Assignor hereby irrevocably waives (and has caused all employees and contractors to waive) all rights under all laws now existing or hereafter permitted, with respect to any and all purposes for which the Assigned Intellectual Property and any derivative works thereof may be used, including, without limitation: (i) all rights under the United States Copyright Act, or any other country's copyright law, including but not limited to any rights provided in 17 U.S.C. §§ 106 and 106A; and (ii) any rights of attribution and integrity or any other "moral rights of authors" existing under applicable law. Irrevocable and Binding Assignment. Assignors do not have the right to: (i) rescind any of the rights or waivers granted herein; (ii) enjoin, restrain or otherwise hinder Assignee's exercise of any of the rights granted herein; or (iii) enjoin, restrain or otherwise hinder, by court order or otherwise, the manufacture, use, sale, offer for sale, importation, marketing, license, translation, copying, duplication, recording, broadcasting, distribution, performance, display, addition to, subtraction from, arrangement, rearrangement, revision, modification, change, adaptation or other exploitation of the Assigned Intellectual Property or any derivative works thereof.

8. Miscellaneous. No modification or amendment of this Assignment shall be effective unless made in writing and signed by both parties. This Assignment shall be governed and interpreted in all respects under the laws of Florida, without regard to choice of law or

conflicts of law. This Assignment may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts taken together shall constitute one and the same instrument. Execution of a facsimile or electronic copy shall have the same force and effect as execution of an original, and a facsimile or electronic signature shall be deemed an original and valid signature. There are no third party beneficiaries of this Assignment and no person or entity other than Assignor and Assignee shall have any rights or remedies under this Agreement.

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

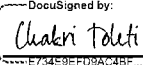
ASSIGNOR AIREHEALTH, INC.

By:  _____
DocuSigned by:
Stacie Ruth
B8173C0245AF6E9A...

Name: Stacie Ruth

Title: Board Director

ASSIGNEE VUAANT, INC. d/b/a CARE.AI


By:  _____
DocuSigned by:
Chakri Toleti
E734E9EFD9AC4BF...

Name: Chakri Toleti

Title: Chief Executive Officer

2. Trademarks

2.1. Trademark Registrations and Pending Applications

Jurisdiction	Mark/SN/RN
US Federal	AireHealth RN: 6275261 SN: 88762048
US Federal	BREATHSOUNDS SN: 97592907
Florida	 RN: FL 20000000508
Florida	AireHealth RN: FL 19000001223