

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: TM1209526

<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>
York Telecom Corporation		09/19/2019	Corporation: NEW JERSEY
<b>RECEIVING PARTY DATA</b>			
<b>Company Name:</b>	Caregility Corporation		
<b>Street Address:</b>	1350 Campus Parkway		
<b>City:</b>	Wall Township		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	07753		
<b>Entity Type:</b>	Corporation: NEW JERSEY		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5783041	UNIVAGO HE	
<b>Registration Number:</b>	5783042	UNIVAGO HE	
<b>Registration Number:</b>	5783043	UNIVAGO HE	
<b>Registration Number:</b>	5783044	UNIVAGO HE	
<b>Registration Number:</b>	5783045	UNIVAGO HE	
<b>Registration Number:</b>	5783046	UNIVAGO HE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7322246599		
<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>	7327413900		
<b>Email:</b>	cmarino@ghclaw.com,dazzinaro@ghclaw.com		
<b>Correspondent Name:</b>	Mr. Christopher J. Marino		
<b>Address Line 1:</b>	125 Half Mile Road, Suite 300		
<b>Address Line 4:</b>	Red Bank, NEW JERSEY 07701		
<b>ATTORNEY DOCKET NUMBER:</b>	11071-0011		
<b>NAME OF SUBMITTER:</b>	DIANE AZZINARO		
<b>SIGNATURE:</b>	DIANE AZZINARO		
<b>DATE SIGNED:</b>	05/03/2024		

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**Total Attachments: 4**

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## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("Trademark Assignment") dated as of September 19, 2019, by and between York Telecom Corporation (the "Assignor") and Caregility Corporation, a New Jersey Corporation (the "Assignee").

### RECITALS:

**WHEREAS**, Assignor agreed to convey, transfer, and assign to Assignee, among other assets, certain intellectual property of Assignor, including without limitation, the Trademarks (defined below) together with all of the assets of the ongoing and existing business to which such Trademarks pertain; and

**WHEREAS**, Assignor has agreed to execute and deliver this Trademark Assignment for recording with Governmental Authorities, including, but not limited to, the United States Patent and Trademark Office.

**NOW, THEREFORE**, in connection with the consummation of the transactions contemplated by such agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. The Assignor hereby irrevocably assigns, transfers and conveys to the Assignee, and the Assignee hereby accepts and assumes, free and clear of any encumbrances, all of Assignor's right, title and interest in and to the following (collectively, the "Assigned IP"):
  - a. the trademark registrations set forth on Exhibit A hereto, including, without limitation, all issuances, extensions, and renewals thereof (the "Trademarks"), together with the goodwill of the business connected with the use thereof and symbolized thereby; provided that, the transfer of such registrations accompanies the transfer of Assignor's business, or that portion of the business to which the trademark pertains, and that business is ongoing and existing;
  - b. all rights of any kind whatsoever of Assignor accruing under the Trademarks 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 the Trademarks, whether accruing before, on, and/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, with the right but not the obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Action. Assignor hereby authorizes and requests the Commissioner of Trademarks of the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record this Assignment. Following the date hereof, upon Assignee's reasonable request, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence or perfect the assignment of the Assigned IP to Assignee, or any assignee or successor thereto.

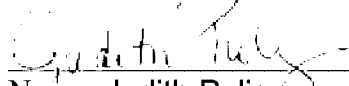
3. Miscellaneous. The Assignee shall have the further unrestricted right to assign or otherwise dispose of the Assigned IP, this assignment or of any of his rights hereunder, in whole or in part. This assignment shall inure to the benefit of the successors and assigns of the Assignee, and shall inure to the benefit of and be binding upon the heirs, legal representatives and assigns of the Assignor. This Agreement shall be construed in accordance with and governed by the laws of the State of New Jersey. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. A signed copy of this Trademark Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

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IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Trademark Assignment to be executed and delivered as of the date first written above.

**ASSIGNOR:**

YORK TELECOM CORPORATION



Name: Judith Pulig

Title: Chief Financial Officer

**ASSIGNEE:**



CAREGILITY CORPORATION



Name: Michael Brandofnio

Title: President and COO

EXHIBIT A  
TRADEMARKS

Trademark	US Registration Number
	5783043
	5783041
	5783042
Univago HE	5783044
Univago HE	5783046
Univago HE	5783045