

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TM1239284

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Major Care, Inc.		05/01/2024	Corporation: DELAWARE
RECEIVING PARTY DATA			
Company Name:	Pacify Health LLC		
Street Address:	1726 CONNECTICUT AVE NW, #400		
City:	WASHINGTON		
State/Country:	DISTRICT OF COLUMBIA		
Postal Code:	20009		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	6359880		
Registration Number:	6249346	MAJOR CARE	
Registration Number:	7257416	MY FOURTH	
Registration Number:	6267701	POSTPARTUM MADE BETTER	
Serial Number:	98019349	PUT A DOULA IN YOUR POCKET	
Serial Number:	88630451	MB	
CORRESPONDENCE DATA			
Fax Number:	2485668621		
<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:	2485668620		
Email:	trademark@honigman.com		
Correspondent Name:	Steven M. Forte		
Address Line 1:	39400 Woodward Ave #101		
Address Line 4:	Bloomfield Hills, MICHIGAN 48304-5151		
ATTORNEY DOCKET NUMBER:	269591545556		
NAME OF SUBMITTER:	HUANHUAN GOU		
SIGNATURE:	HUANHUAN GOU		
DATE SIGNED:	05/17/2024		

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Total Attachments: 5

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INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this “**Assignment**”) is made as of May 1, 2024 (the “**Effective Date**”), by and among Major Care, Inc., a Delaware corporation (“**Assignor**”), and Pacify Health LLC, a Delaware limited liability company (“**Assignee**”).

WHEREAS, Assignor, Assignee, and the other parties signatory thereto are parties to that certain Asset Purchase Agreement, dated as of the date hereof (the “**Purchase Agreement**”); and

WHEREAS, pursuant to the terms of the Purchase Agreement, Assignor has agreed to convey, assign, transfer, and deliver to Assignee, among other assets, all of the Intellectual Property (as defined below) owned or controlled by Assignor and has agreed to execute and deliver this Assignment.

NOW, THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor agrees to assign and does hereby irrevocably assign, grant, convey and transfer to Assignee, and Assignee hereby accepts, all of Assignor’s right, title and interest in and to all Intellectual Property owned or controlled by Assignor, including, but not limited to, those items set forth below (collectively, the “**Assigned Intellectual Property**”). **Intellectual Property**” means any or all intellectual property or proprietary rights in any jurisdiction in the world, including: (i) copyrights, copyrightable works, and registrations and applications for registration thereof; (ii) trade names, trademarks, service marks, and trade dress, and registrations and applications for registration thereof, and all goodwill associated therewith; (iii) patents and applications therefor and all reissues, divisions, renewals, extensions, provisionals, continuations and continuations-in-part thereof; (iv) internet uniform resource locators and domain names; (v) inventions (whether or not patentable), processes, methods, trade secrets, know-how, and other confidential information; and (vi) rights in software, data, and databases.

(a) the trademark registrations and application and all other corresponding rights at common law or otherwise, set forth on **Schedule I** hereto and all issuances, extensions, and renewals thereof (the “**Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

(b) all rights of any kind whatsoever of Assignor accruing under any of the Assigned Intellectual Property 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 Assigned Intellectual Property; and

(d) any and all claims and causes of action with respect to any of the Assigned Intellectual Property, whether accruing before, on, 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 no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned Intellectual Property. The representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full

extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

3. **Recordation and Further Actions.** Assignor does hereby irrevocably appoint Assignee and its successors and assigns as Assignor's true and lawful attorney in fact, and hereby authorizes Assignee to: (a) execute on behalf of Assignor all instruments, documents, and the like to transfer the Assigned Intellectual Property to Assignee and its successors and assigns; and (b) do all acts and things necessary or expedient in furtherance of such purpose. Such power of attorney being coupled with an interest shall be irrevocable. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Assignment upon request by Assignee. Assignor further covenants that from time to time after the Effective Date, Assignor will do such further acts and execute and deliver such further documents regarding its obligations hereunder as may be required for the purpose of accomplishing this Assignment.

4. **Counterparts.** This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as the delivery of an original signed copy of this Assignment.

5. **Successors and Assigns.** This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. **Governing Law.** This Assignment and any claim, controversy, or dispute arising under or related to this Assignment or the relationship of the parties shall be governed by and construed in accordance with the domestic laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware. Each party agrees that any claim, controversy, or dispute arising under or related to this Assignment shall be subject to and resolved in accordance with the Purchase Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have executed and delivered this Assignment as of the Effective Date.

ASSIGNEE:

PACIFY HEALTH LLC

DocuSigned by:
Jennifer Sargent

By: 84038798A377470...

Name: Jennifer Sargent

Title: Chief Executive Officer

ASSIGNOR:

MAJOR CARE, INC.

By: _____

Name: Mandy Major

Title: Chief Executive Officer

[Signature Page to Intellectual Property Assignment]

IN WITNESS WHEREOF, the undersigned have executed and delivered this Assignment as of the Effective Date.

ASSIGNEE:

PACIFY HEALTH LLC


By: _____

Name: Jennifer Sargent

Title: Chief Executive Officer

ASSIGNOR:

MAJOR CARE, INC.

By: _____ 

Name: Mandy Major

Title: Chief Executive Officer

[Signature Page to Intellectual Property Assignment]



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TRADEMARK

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Schedule I

Trademark Registrations and Application

Trademark	USPTO Reg. No.	USPTO App. No.	USPTO Reg. Date
	6,359,880	90/006,538	May 25, 2021
MAJOR CARE	6,249,346	90/002,146	January 19, 2021
MY FOURTH	7,257,416	97/295,438	January 2, 2024
POSTPARTUM MADE BETTER	6,267,701	88/630,475	February 9, 2021
PUT A DOULA IN YOUR POCKET	<i>Pending</i>	98/019,349	<i>Pending</i>
	6,316,554	88/630,451	April 6, 2021