

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM495914

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Voxiva, Inc.		10/29/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Welltok, Inc.		
Street Address:	1515 Arapahoe Street, Tower 3 - Suite 700		
City:	Denver		
State/Country:	COLORADO		
Postal Code:	80202		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	4238931	TEXT4KIDS	
Registration Number:	4235196	TXT4HEALTH	
Registration Number:	5228901	WELLPASS	
Registration Number:	5228900	WELLPASS	
Registration Number:	3985201	TEXT2QUIT	
Registration Number:	3911112	TEXT4BABY	
Registration Number:	4189344	CARE4LIFE	
Registration Number:	5103404	CARE4LIFE	
Registration Number:	2702467	VOXIVA	
Registration Number:	4472446	VOXIVA CONNECT4HEALTH	
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:	2152992085		
Email:	ipdocket@foxrothschild.com		
Correspondent Name:	Michael J. Leonard		
Address Line 1:	Fox Rothschild LLP		
Address Line 2:	997 Lenox Drive, Bldg. 3		
Address Line 4:	Lawrenceville, NEW JERSEY 08648-2311		

OP \$265.00 4238931

ATTORNEY DOCKET NUMBER:	125542.00001
NAME OF SUBMITTER:	Michael J. Leonard
SIGNATURE:	/mjl/
DATE SIGNED:	10/30/2018
Total Attachments: 3 source=VOXIVA to Welltok Assignment#page1.tif source=VOXIVA to Welltok Assignment#page2.tif source=VOXIVA to Welltok Assignment#page3.tif	

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("Assignment") is entered into by and between Voxiva, Inc. ("Assignor"), a Delaware Corporation, and Welltok, Inc., ("Assignee"), a Delaware Corporation, having an address at 1515 Arapahoe Street, Tower 3 - Suite 700, Denver, CO 80202.

WHEREAS, Assignor desires to assign to Assignee, and Assignee desires to acquire from Assignor, all of Assignor's right, title and interest in and to the trademark(s) as set forth but not limited to those listed in the attached Schedule A (the "Trademarks"), together with the good will of the business symbolized thereby.

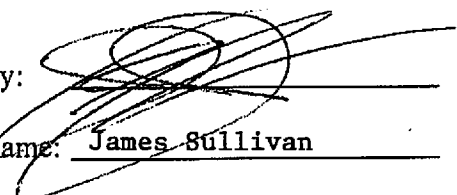
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

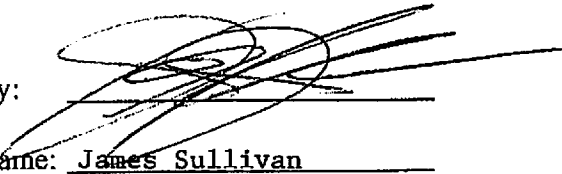
1. Assignment. Assignor hereby grants, assigns and conveys to Assignee all of its right, title and interest in and to the Trademarks, together with the good will of the business symbolized thereby.
2. Title. Assignor hereby represents and warrants that it has not heretofore granted any license, right or privilege with regard to the Trademarks, or in any other way encumbered the same, and that it has the full right to convey, free of licenses and encumbrances, all right, title and interest in and to the Trademarks.
3. Right to Sue for Past Infringement. Assignor also assigns to Assignee all claims for past damages by reason of past infringement or misappropriation of the Trademarks, with the right to sue for and collect same for its own use and behalf and for the use and on behalf of Assignee's successors, assigns or other legal representatives.
4. Cooperation. Assignee shall be responsible for and Assignor shall cooperate in the execution and delivery of any and all other instruments and papers and the taking of any and all additional actions necessary to effectuate the purposes and intent of the transaction provided for herein and otherwise to consolidate, vest and record in Assignee, full and complete ownership of the Trademarks;
5. Binding Effect. The terms, covenants and provisions of this Assignment shall inure to the benefit of Assignee, its successors and other legal representatives, and shall be binding upon Assignor, its successors, assigns and other legal representatives.

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

VOXIVA, INC.

WELLTOK, INC.

By: 
Name: James Sullivan

By: 
Name: James Sullivan

Title: Chief Administrative Officer Title: Chief Administrative Officer

Date: 10/29/2018

Date: 10/29/2018

EXHIBIT A – Trademarks

Mark	Reg. No./Serial No.	Jurisdiction
TEXT4KIDS	RN: 4238931 SN: 85417242	United States
TXT4HEALTH	RN: 4235196 SN: 85461434	United States
WELLPASS	RN: 5228901 SN: 86816249	United States
WELLPASS	RN: 5228900 SN: 86816222	United States
TEXT2QUIT	RN: 3985201 SN: 85167050	United States
TEXT4BABY	RN: 3911112 SN: 85062138	United States
CARE4LIFE	RN: 4189344 SN: 85405503	United States
CARE4LIFE	RN: 5103404 SN: 86887320	United States
VOXIVA	RN: 2702467 SN: 76423990	United States
VOXIVA CONNECT4HEALTH	RN: 4472446 SN: 85850929	United States
TEXT2QUIT	RN: 010181774	European Union