900612545 04/27/2021

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM642463

SUBMISSION TYPE:	RESUBMISSION			
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL			
RESUBMIT DOCUMENT ID:	900600618			

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Optimum Fleet Health LLC		05/08/2020	Limited Liability Company: IOWA

RECEIVING PARTY DATA

Name:	Optimum Fleet Health Inc.			
Street Address:	495 Cooper Street			
City:	Ottawa, Ontario			
State/Country: CANADA				
Postal Code: K1R 5H8				
Entity Type: Corporation: CANADA				

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Serial Number:	87047341	OPTIMUM
Serial Number:	87047338	OPTIMUM FLEET HEALTH
Serial Number:	88011909	VRX STAY FIT
Serial Number:	88011896	VRX
Serial Number:	88011880	ENGINETICS
Serial Number:	87275286	OPTIMUM VRX

CORRESPONDENCE DATA

Fax Number: 6137839690

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.

Phone: 6137839644

Email: anna.clark@dentons.com

Correspondent Name: Anna Clark
Address Line 1: 99 Bank Street
Address Line 2: Suite 1420

Address Line 4: Ottawa, ONTARIO K1P 1H4

ATTORNEY DOCKET NUMBER:	582232-3
NAME OF SUBMITTER:	Anna Clark

TRADEMARK 900612545 REEL: 007265 FRAME: 0190

SIGNATURE:	/Anna Clark/			
DATE SIGNED:	04/27/2021			
Total Attachments: 5				
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EXHIBIT C

Trademark Assignment Agreement

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("Assignment") is made effective as of the 8th_day of May, 2020 by and between Optimum Fleet Health LLC, an Iowa limited liability company (herein, "Assignor") and Optimum Fleet Health Inc., a Canadian federal corporation (herein, "Assignee").

WHEREAS, on or about May 8, 2020 the parties entered into that certain Asset Purchase Agreement wherein, among other things, Assignor has transferred ownership of the marks listed in Exhibit A.1 hereto (herein, the "Marks"); and

WHEREAS, the parties desire to execute this Assignment for the purposes of recording the same with the US Patent and Trademark Office in relation to the Marks.

NOW, THEREFORE, TO ALL CONCERNED, be it known for good and valuable consideration, receipt of which is hereby acknowledged, Assignor hereby makes the transfer and assignment of all rights in the Marks as follows:

- 1. Assignor does sell, assign, and transfer to Assignee the entire right, title, and interest in and to the Marks including all common law rights therein and the registration thereof, together with the goodwill of the business in connection with which the said Marks are used and that part of the goodwill of the business connected with the use of and symbolized by the said Marks.
- Assignor further agrees to execute and deliver such other or further documents or instruments
 as may be necessary, in the judgment of Assignee's counsel, to perfect Assignee's rights in and
 to the said Marks.
- 3. This Assignment provided hereby includes any and all rights, use for and recover all damages for infringement of the said Marks, whether such infringement occurred in the past or occurs in the future, as fully as if Assignor had filed such action in its own name.

IN WITNESS WHEREOF, the undersigned Assignor has executed this Trademark Assignment.

(Assignor)	(Assignee)
Optimum Fleet Health LLC	Optimum Fleet Health Inc.
By:	By: Name: Title:

TRADEMARK
REEL: 007265 FRAME: 0192

STATE OF IOWA)
COUNTY OF Scott) ss.
On this 374 day of May, 2020, before me personally appeared JAY R. HAMILTON to me known to be the person described in, and who executed the foregoing instrument, and who duly acknowledged to me that he/she executed the same for the uses and purposes therein set forth.
JOHN R NEWMAN Notary Public Commission Number 127322 My Commission Expires JANUARY 18 2022
My Commission expires:

STATE OF)	
) ss.	,	
COUNTY OF):	
On this day of M	May, 2020, before me personally appeared	to me known
	ribed in, and who executed the foregoing instrument, a that he/she executed the same for the uses and purpos	
Notary Public		
Seal		
My Commission exp	ires:	

TRADEMARK REEL: 007265 FRAME: 0194

Exhibit A.1

Marks

Trademark

Registration Date Issued Number/Serial Number

Туре	<u>AttorneyRef</u>	Country 🙏	FilingDat	ApplicationNu_	Status	PublicationDa_*	PatentNu_*	lssueDa 🙏
Trademark	YFR_OptmVRX	United States	12/20/2016	87275286	issued	5/30/2017	5419403	3/6/2018
Trademark	YFR-OFH_Engitcs	United States	6/22/2018	88011880	Issued	12/10/2019	5993565	2/25/2020
Trademark	YFR-OFH_VRX 042	United States	6/22/2018	88011896	Issued	6/11/2019	5842429	8/27/2019
Trademark	YFR-OFH_VRXSF042	United States	6/22/2018	88011909	Issued	6/25/2019	5854562	9/10/2019
Trademark	YFR-OFH_WeDUp042	United States	6/22/2018	88011917	Abandoned			
Trademark	YFR-Optim_OFH	United States	5/23/2016	87047338	Issued	10/18/2016	5114373	1/3/2017
Trademark	YFR-Optim_OPTIMU	United States	5/23/2016	87047341	Issued	10/18/2016	5114374	1/3/2017

TRADEMARK REEL: 007265 FRAME: 0195

RECORDED: 03/05/2021