

NUNC PRO TUNC TRADEMARK ASSIGNMENT

THIS NUNC PRO TUNC TRADEMARK ASSIGNMENT (the "Assignment") is by and between Consolea Company ("Assignor") and SmartHealth, Inc., an Arizona corporation having a principal place of business as 3400 East McDowell, Phoenix, Arizona 85008 ("Assignee").

ASSIGNMENT

In exchange for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor agrees as follows:

1. Assignment. Assignor hereby irrevocably assigns and transfers to Assignee effective as of March 28, 2019 (the "Effective Date") all of its rights, title and interest in, the trademark applications and registrations identified in Schedule A. This assignment and transfer of rights includes: (a) all goodwill associated with the trademarks; (b) trademark registrations that may result from such applications; (c) any renewal thereof; and (d) all rights of action, powers, and benefits accrued thereto, including the right to sue for and collect damages and payments for past or future infringements thereof.

2. Effective Date. This Assignment shall be effective as of the Effective Date.

3. Miscellaneous. This Assignment is made free and clear of all security interest, liens, encumbrances, claims or interests of any kind or nature. This Assignment shall be governed by and construed in accordance with the laws of the State of Arizona, without regard to conflicts of law principles. This Assignment shall be binding upon Assignor and its successors and assigns and inure to the benefit of Assignee and its successors and assigns.

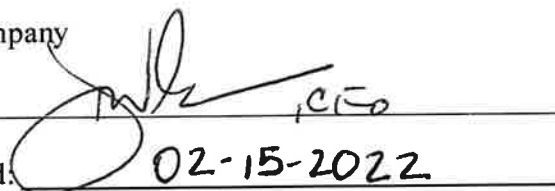
IN WITNESS WHEREOF, Assignor has executed this Assignment as of the date written above.

ASSIGNOR:

Consolea Company

Signature: _____

Date Executed: _____


02-15-2022

Schedule A

Trademark Registrations and Applications

Trademark	Registration Number	Goods
SHARPER CARDS	2,542,840	Class 035; mail order catalog services featuring cards, bookmarks, financial planners, stationery, and note pads