

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: PATI382661

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Tim Johnson	07/22/2024
RECEIVING PARTY DATA	
Company Name:	Health In Tech, Inc.
Street Address:	5636 Ford St.
City:	Norwalk
State/Country:	IOWA
Postal Code:	50211
PROPERTY NUMBERS Total: 5	
Property Type	Number
Application Number:	62879876
Application Number:	16936684
Application Number:	17589939
Application Number:	18499300
Application Number:	18103067
CORRESPONDENCE DATA	
Fax Number:	3124643111
<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:	3124643100
Email:	chpatent@loeb.com
Correspondent Name:	William J. Kramer
Address Line 1:	321 N. CLARK STREET
Address Line 2:	Suite 2300
Address Line 4:	CHICAGO, ILLINOIS 60654
ATTORNEY DOCKET NUMBER:	240897-10001
NAME OF SUBMITTER:	Leslie Pellot
SIGNATURE:	Leslie Pellot
DATE SIGNED:	07/24/2024
Total Attachments: 5	

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INTELLECTUAL PROPERTY ASSIGNMENT (GENERAL)

This INTELLECTUAL PROPERTY ASSIGNMENT (GENERAL) (this “General IP Assignment”) is made as of July 22, 2024 (the “Effective Date”), by and between Tim Johnson (the “Assignor”), and Health In Tech, Inc. (the “Assignee”).

WHEREAS, Assignor has intellectual property in the form of patents, patent applications and a trademark; and

WHEREAS, Assignor have agreed to execute and deliver this General IP Assignment by which the Intellectual Property Assets (as defined below) are assigned and conveyed by Assignor to Assignee at the Closing.

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, it is hereby agreed that:

1. Definitions.

For the purposes of this Agreement:

“Intellectual Property” means any and all of the following in any jurisdiction throughout the world and all rights in, arising out of, or associated therewith: (a) issued patents and patent applications (whether provisional or non-provisional), including divisionals, continuations, continuations-in-part, substitutions, reissues, reexaminations, renewals, extensions, nationalizations, validations, counterparts (domestic or foreign), or restorations of any of the foregoing (regardless of lapse, expiration or abandonment status), and other Governmental Authority-issued indicia of invention ownership (including certificates of invention, petty patents, and patent utility models) together with industrial designs, registrations, applications for registration, and renewals thereof (“Patents”); (b) trademarks, service marks, brands, certification marks, logos, trade dress, trade names, and other similar indicia of source or origin, together with the goodwill connected with the use of and symbolized by, and all registrations, applications for registration, and renewals of, any of the foregoing (“Trademarks”).

“Intellectual Property Assets” means any and all Intellectual Property owned (in whole or in part) by any Assignor.

2. IP Conveyance.

Each Assignor does hereby irrevocably and unconditionally:

(a) sells, transfers, conveys, assigns and delivers to Assignee all of Assignor’s right, title and interest in, to and under: (i) all Intellectual Property Assets, including (A) the Patents set forth in Exhibit A hereto and the inventions disclosed therein, including any Patent registrations issuing on any applications contained therein, and all reissues, reexaminations, extensions, continuations, continuations-in-part, continuing prosecution applications, requests for continuing examinations and divisionals of any of the Patents and all foreign and domestic counterparts

relating to any of the foregoing, including without limitation, certificates of invention, utility models, and other governmental grants or issuances and any Patents that claim priority from any of the foregoing; and (B) the Trademarks set forth in Exhibit B hereto, together with the goodwill associated therewith; (ii) all causes of action (whether known or unknown or whether currently pending, filed, or otherwise) and other enforcement rights under, or on account of, any of the Intellectual Property Assets, including, without limitation, all causes of action and other enforcement rights for (A) damages, (B) injunctive relief, and (C) any other remedies of any kind for past, current and future infringement; and (iii) rights to collect royalties or other payments under or on account of any of the Intellectual Property Assets due or payable on or after the Effective Date, the same to be held by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made; and

(b) agrees to execute applications, assignments, declarations, affidavits, and any other papers as reasonably necessary to perfect Assignee's right, title and interest throughout the world in all Intellectual Property Assets, assigned to Assignee hereunder and, at Assignee's sole expense, reasonably assist Assignee in perfecting such right, title and interest in Assignee.

3. Counterparts. This General IP Assignment may be executed in two or more counterparts, all of which shall be considered one and the same instrument and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party.

4. Governing Law. This General IP Assignment and all disputes or controversies arising out of or relating to this General IP Assignment or the transactions contemplated hereby shall be governed by, and construed in accordance with, the internal laws of the State of Delaware, without regard to the laws of any other jurisdiction that might be applied because of the conflicts of laws principles of the State of Delaware.


[Signature Page Follows]

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

Assignor:

Tim Johnson

Date: July 22, 2024

By: _____

Name: Tim Johnson


Title: CEO

The Assignee hereby accepts assignment of the Intellectual Property Assets.

Assignee:

Health In Tech, Inc.

Date: July 22, 2024

By: _____

Name: Tim Johnson

Title: CEO

[Signature Page to General IP Assignment]

Exhibit A to the Intellectual Property Assignment (General)

PATENTS

Jurisdiction	Serial Number	Patent Number	Title	Filing Date	Issue Date
United States	62/879,876	na	SYSTEM FOR STORING, PROCESSING, AND ACCESSING MEDICAL DATA	7/29/2019	na
United States	16/936,684	11,277,497	SYSTEM FOR STORING, PROCESSING, AND ACCESSING MEDICAL DATA	7/23/2020	3/15/2022
United States	17/589,939	11,863,609	SYSTEM FOR STORING, PROCESSING, AND ACCESSING MEDICAL DATA	2/1/2022	1/2/2024
United States	18/499,300	na	SYSTEM FOR STORING, PROCESSING, AND ACCESSING MEDICAL DATA	11/1/2023	na
United States	18/103,067	na	SYSTEM AND METHOD FOR UNDER WRITING BENEFIT SYSTEM COVERAGE APPLICATIONS	1/30/2023	na

Exhibit B to the Intellectual Property Assignment (General)

TRADEMARKS

Region	Trademark	Reg. No.	Reg. Date	Class	Owner
United States	HI CARD	6,027,221	April 7, 2020	CLASS 36: insurance administration services namely, administration of claims, eligibility, claim status, electronic remittance advice, and prior authorizations; administration of electronic healthcare transactions namely, claims, eligibility, claim status, electronic remittance advice, and prior authorizations; providing information in the field of electronic healthcare administration namely, claims, eligibility, claim status, electronic remittance advice, and prior authorizations FIRST USE 7-8-2018; IN COMMERCE 7-8-2018 CLASS 38: Electronic data interchange services in the field of healthcare transactions such as claims, eligibility, claim status, electronic remittance advice, prior authorizations, attachments and referrals that allow direct transaction and payment communications between healthcare providers and payers FIRST USE 7-8-2018; IN COMMERCE 7-8-2018	Tim Donald Johnson

[Exhibit B to General IP Assignment]

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RECORDED: 07/24/2024

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