

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM312915

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EVIDERA ARCHIMEDES, INC.		06/30/2014	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	CLINICAL ANALYTICS CORP.		
Street Address:	123 MISSION STREET		
Internal Address:	11TH FLOOR		
City:	SAN FRANCISCO		
State/Country:	CALIFORNIA		
Postal Code:	94105		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4478346	GO SCORE CALCULATOR	
Registration Number:	4478347	GO SCORE	
Registration Number:	4056882	INDIGO	
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:	4084141202		
Email:	cpalermo@h35g.com		
Correspondent Name:	CHRISTOPHER J. PALERMO		
Address Line 1:	1 ALMADEN BOULEVARD		
Address Line 4:	SAN JOSE, CALIFORNIA 95113		
ATTORNEY DOCKET NUMBER:	60173-0010		
NAME OF SUBMITTER:	Christopher J. Palermo		
SIGNATURE:	/ChristopherJPalermo#42056/		
DATE SIGNED:	08/04/2014		
Total Attachments: 4			
source=SFDOCS01-#313578-v1-Indigo_IP_Assignment#page1.tif			

OP \$90.00 4478346

source=SFDOCS01-#313578-v1-Indigo_IP_Assignment#page2.tif

source=SFDOCS01-#313578-v1-Indigo_IP_Assignment#page3.tif

source=SFDOCS01-#313578-v1-Indigo_IP_Assignment#page4.tif

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “Assignment”), effective the 30th day of June, 2014, is made and entered into by and between Evidera Archimedes, Inc., a California corporation (“Assignor”) and Clinical Analytics Corp., a Delaware corporation (“Assignee”) (each a “Party,” and collectively, the “Parties”). Capitalized terms used herein but not otherwise defined herein shall have the meanings set forth in the Agreement (defined below).

WHEREAS, Assignor and Assignee, have entered into that certain Asset Contribution Agreement, dated as of June 30, 2014 (the “Agreement”), pursuant to which Assignor has agreed to contribute certain assets to Assignee, including all of Assignor’s right, title and interest in and to the patents, patent applications, trademarks and trademark applications set forth on Schedule A hereto (the “Assigned Intellectual Property”); and

WHEREAS, the Parties have agreed to enter into this Assignment in order to consummate the transactions contemplated in the Agreement.

NOW THEREFORE, in consideration of the premises and the mutual agreements and covenants hereinafter set forth, and intending to be legally bound, the Parties hereby agree as follows:

1. Assignment. Effective upon Closing, Assignor hereby assigns, transfers and conveys to Assignee, and Assignee hereby accepts the assignment, transfer and conveyance of, all of Assignor’s right, title and interest in and to the Assigned Intellectual Property, together with the goodwill symbolized thereby or associated therewith and all rights derived therefrom, including but not limited to the right to sue for and collect damages for past, present and future infringement.

2. Further Assurances; Recordation. Assignor covenants and agrees that it will, upon the written request of Assignee and at the sole expense of Assignee, execute and deliver, or cause to be executed or delivered, further documents and take any further actions that may be reasonably necessary or desirable to assist Assignee in perfecting the assignment, transfer and conveyance of the Assigned Intellectual Property hereunder, including, without limitation, any assignment documents required to be recorded under the laws of any relevant foreign jurisdictions to perfect the assignment, transfer and conveyance hereunder. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States to record this Assignment.

3. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware applicable to contracts entered into and performed within such state, without regard to the principles thereof regarding conflicts of law of any jurisdiction.

4. Counterparts. This Assignment may be executed and delivered (including by facsimile transmission) in counterparts, and by the different Parties hereto in separate

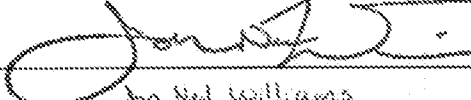
counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement.

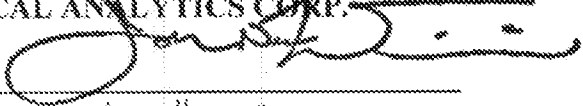
[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each Party has caused this Assignment to be executed by its duly authorized representative.

EVIDERA ARCHIMEDES, INC.

CLINICAL ANALYTICS CORP.

By: 
Name: Jan Neil Williams
Title: President and CEO

By: 
Name: Jan Neil Williams
Title: President and CEO

SCHEDULE A

Patents and Patent Applications:

Country	Application No.	Filing Date	Patent No.	Grant Date	Title	Status
US	12/476,907	6/2/2009			Individualized Ranking Of Risk Of Health Outcomes	Allowed
US	12/146,727	6/26/2008	8,224,665 B2	7/17/2012	Estimating Healthcare Outcome For Individuals	Granted
US	12/788,242	5/26/2010	8,538,773 B2	9/17/2013	Healthcare Quality Measurement	Granted
US	13/448,055	4/16/2012			Estimating Healthcare Outcome For Individuals	Pending
US	12/611,785	11/3/2009			Using Data Imputation To Determine And Rank Risks Of Health Outcomes	Pending
US	13/098,323	4/29/2011			Historical Data In Healthcare Risk Prediction	Pending
US	13/462,671	5/2/2012			Methods For Healthcare Risk Optimization	Pending

Trademarks and Trademark Applications:

Trademark	Country	Reg. No. / Date	App. No. / Filed	Status
GO SCORE	US	N/A	77/824162 9/10/2009	Pending
GO SCORE CALCULATOR	US	N/A	77/824116 9/10/2009	Pending
INDIGO	US	4056882	77/892714	Registered