

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM328737

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Net.Orange, Inc.		01/12/2015	CORPORATION: TEXAS
RECEIVING PARTY DATA			
Name:	Nant Health, LLC		
Street Address:	9920 JEFERSON BLVD		
City:	CULVER CITY		
State/Country:	CALIFORNIA		
Postal Code:	90232		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77874450	COS CLINICAL OPERATING SYSTEM	
CORRESPONDENCE DATA			
Fax Number:	9722264837		
<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:	214-226-3148		
Email:	manjula@patcapgroup.com		
Correspondent Name:	Manjula Variyam		
Address Line 1:	2816 Lago Vista Lane		
Address Line 4:	Rockwall, TEXAS 75032		
ATTORNEY DOCKET NUMBER:	121110-3002-TM		
NAME OF SUBMITTER:	Manjula Variyam		
SIGNATURE:	/Manjula Variyam/		
DATE SIGNED:	01/13/2015		
Total Attachments: 2			
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TRADEMARK ASSIGNMENT

This Agreement is entered into freely by and between Net.Orange, Inc. ("Assignor") and Nant Health, LLC ("Assignee").

WHEREAS, Assignor is the owner of the "cOS clinical operating system" trademark U.S. Reg. No. 3,898,745 ("Trademark"); and

WHEREAS, Assignee wishes to acquire the entire rights, title, and interest in the Trademark in perpetuity;

NOW, the parties agree as follows:

1. **Assignment.** For good and valuable consideration, the sufficiency of which is hereby acknowledged by the parties, Assignor does hereby irrevocably assign to Assignee all rights, title, goodwill, and interest (including, but not limited to, all registration rights with respect to the Trademark, all rights to prepare derivative marks, and all other rights), in and to the Trademark.

2. **Representations and Warranties.** Assignor represents and warrants to Assignee:

- (a) Assignor has the right, power and authority to enter into this Agreement;
- (b) Assignor is the exclusive owner of all right, title and interest, including all intellectual property rights, in the Trademark;
- (c) The Trademark is free of any liens, security interests, encumbrances or licenses;
- (d) There are no claims, pending or threatened, with respect to Assignor's rights in the Trademark;
- (e) This Agreement is valid, binding and enforceable in accordance with its terms in all jurisdictions pertaining hereto; and
- (f) Assignor is not subject to any agreement, judgment or order inconsistent with the terms of this Agreement.

Trademark Assignment
Net.Orange, Inc. and Nant Health, LLC

5. **Entire Agreement.** This Agreement, contains the entire understanding and agreement between the parties hereto with respect to its subject matter and supersedes any prior or contemporaneous written or oral agreements, representations or warranties between them respecting the subject matter hereof. There are no amendments, exhibits, or additional terms.

6. **Amendment.** This Agreement may be amended only by a written agreement signed by both parties which explicitly adjoins itself to this agreement.


7. **Severability.** If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect, except as mandated by the ruling.

8. **Agreement to Perform Necessary Acts.** Assignee agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.

9. **Governing Law.** This Agreement shall be construed in accordance with, and all actions arising hereunder shall be governed by, the laws of the State of Texas.

Date: 1/12/2015

ASSIGNEE: Nant Health, LLC

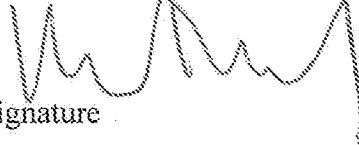


Signature

Charles Kim
President

Printed Name

ASSIGNOR: Net.Orange, Inc.



Signature

Christian Zapf
President

Printed Name

Trademark Assignment
Net.Orange, Inc. and Nant Health, LLC