

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM330385

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Robert Bosch Healthcare Solutions GmbH		12/18/2014	LIMITED LIABILITY COMPANY: GERMANY
RECEIVING PARTY DATA			
Name:	Robert Bosch Healthcare Systems, Inc.		
Street Address:	2400 Geng Road, Suite 200		
City:	Palo Alto		
State/Country:	CALIFORNIA		
Postal Code:	94303		
Entity Type:	CORPORATION: MICHIGAN		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4465161	HEALTH BUDDY	
CORRESPONDENCE DATA			
Fax Number:	3125548015		
<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:	(312) 554-8000		
Email:	kep@pattishall.com		
Correspondent Name:	Thad Chaloeintiarana		
Address Line 1:	200 South Wacker Drive, Suite 2900		
Address Line 4:	Chicago, ILLINOIS 60606-5896		
ATTORNEY DOCKET NUMBER:	98700-000-00205		
NAME OF SUBMITTER:	Thad Chaloeintiarana		
SIGNATURE:	/Thad Chaloeintiarana/		
DATE SIGNED:	01/29/2015		
Total Attachments: 4			
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IP SALE AND ASSIGNMENT AGREEMENT

between

Bosch Healthcare Solutions GmbH
Stuttgarter Str. 130
71332 Waiblingen
Federal Republic of Germany

- hereinafter called "BOSCH" -

and

Robert Bosch Healthcare Systems, Inc
2400 Gang Road,
Suite 200,
Palo Alto, CA 94303,
USA

- hereinafter called "HCUS" -

1. Objects of this Agreement are the trademark rights for trademark HEALTH BUDDY, as listed in Annex 1 (hereinafter called "Contract Trademark"), the domains and domain names listed in Annex 2 (hereinafter called "Contract Domains") and the clinical content as described in Annex 3 (hereinafter collectively called "Clinical Content").
2. BOSCH hereby sells, assigns and transfers to HCUS all title, right and interest in the Contract Trademark, together with the whole of the goodwill of business pertaining thereto, and all title right and interest in the Contract Domains - excluding any representation and warranty to the extent permitted by law.
3. BOSCH hereby sells, assigns and transfers all right title and interest in the Clinical Content, including without limitation all copyrights (including software rights), database rights, trade secrets, know-how, rights in inventions and to the extent that any of the foregoing are capable of protection by registration, the right to apply for and obtain registration for the same - excluding any representation and warranty to the extent permitted by law.

REDACTED

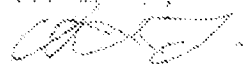
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4. BOSCH hereby agrees to execute, promptly and within 10 weeks after this Agreement will have become effective, all necessary assignment agreements, transfer requests or other documents necessary in connection with the transfer of the Contract Trademark, Contract Domains and Clinical Content to HCUS and each party shall provide all necessary support to the other for recordal of the assignment of the Contract Trademark in the US Patent and Trademark Office and any other necessary formalities.
5. HCUS shall pay
with respect to the Contract Trademark,
with respect to the Contract Domains and
for the Clinical
Content all within 4 weeks after this Agreement has been duly signed by the parties hereto. Payments shall be executed by way of clearing account bookings. The payments mentioned are net amounts and do not include VAT. If applicable, VAT will be invoiced separately with a formal correct invoice.
6. Fees (including official fees, attorney or notary fees) for the Contract Trademark and Contract Domains becoming due after this Agreement will have been duly signed by the parties hereto shall be borne by HCUS.
7. Neither Party shall divulge to third parties any of the conditions of this Agreement unless this is required by law or by orders of courts or governments. Both parties may disclose the fact that the Agreement has been concluded to third parties. Any publication about the Agreement needs the prior written consent of both Parties hereto.
8. Modifications or supplements to this Agreement - including this Article 7 - require the written form and signature by both Parties to become legally binding.
9. Should any of the conditions of this Agreement be invalid this shall not invalidate the whole of this Agreement. Any invalid condition shall much rather be replaced by a reasonable provision which is permissible under the law and which comes closest to the economical intent of the original provision.
10. This Agreement shall be subject to the substantive laws of the country or state in which the intellectual property assets described above are located excluding the conflict of law regulations. The stipulations of international conventions regarding the international sale of goods shall not be applicable.

All disputes arising under this Agreement, including those that may evolve from the question of its coming into effect as well as those that originate from the Agreement after its termination, shall be settled in a final manner by a Court of Arbitration to be convened at Zurich/Switzerland.


The Court of Arbitration shall consist of three arbitrators. Each Party shall appoint its arbitrator, and the third, who is to act as chairman, is to be appointed jointly by the two first-mentioned arbitrators. If one Party fails to appoint its arbitrator within four weeks after receipt of the respective written request of the other Party, or if the two first-mentioned arbitrators cannot come to an agreement on the third arbitrator within four weeks, the respective arbitrator is to be appointed by the President of the International Chamber of Commerce at Paris. The chairman of the Court of Arbitration shall be a fully-qualified lawyer of Swiss nationality who is experienced in arbitration.


The Court of Arbitration shall act on the basis of the Rules of Arbitration (Edition 1998) of the International Chamber of Commerce. The Swiss Code of Civil Procedure shall supplement said Rules. Arbitration proceedings shall be conducted in English.

Date: December 17, 2014
Signed by: 
Name: Tony Serventi

and by: 
Name: Kera Blummann

ROBERT BOSCH HEALTHCARE
SYSTEMS, INC.

Date: December 18, 2014
Signed by: 
Name: Loebner

and by: 
Name: Von Ball

BOSCH HEALTHCARE
SOLUTIONS GMBH



ANNEX 1

Contract Trademark

Country/ Region	Mark	Application Number	Registration Number	Class	Application Date	Registration Date
US	HEALTH BUDDY	85904389	4465161	9	15-APR-2013	14-JAN-2014
AU	HEALTH BUDDY	767852	767852	10	17-JUL-1998	14-FEB-2000
CA	HEALTH BUDDY	885375	TMA549232	9 10	24-JUL-1998	03-AUG-2001
EM	HEALTH BUDDY	000882779	000882779	9	21-JUL-1998	11-NOV-1999