

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM412710

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|---|--|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Telomere Inc. | | 11/16/2016 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Sunquest Information Systems, Inc. | | |
| Street Address: | 250 South Williams Blvd. | | |
| City: | Tucson | | |
| State/Country: | ARIZONA | | |
| Postal Code: | 85711 | | |
| Entity Type: | Corporation: PENNSYLVANIA | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4460764 | UNICONNECT | |
| Registration Number: | 4635004 | UNIFLOW | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 6027343750 | | |
| <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: | (303) 623-9000 | | |
| Email: | PTO@lrrc.com | | |
| Correspondent Name: | Emily A. Bayton | | |
| Address Line 1: | Lewis Roca Rothgerber Christie LLP | | |
| Address Line 2: | 201 East Washington Street, Suite 1200 | | |
| Address Line 4: | Phoenix, ARIZONA 85004 | | |
| NAME OF SUBMITTER: | Emily A. Bayton | | |
| SIGNATURE: | /Emily A. Bayton/ | | |
| DATE SIGNED: | 01/18/2017 | | |
| Total Attachments: 7 | | | |
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TRADEMARK

REEL: 005969 FRAME: 0036

PATENT, TRADEMARK AND DOMAIN NAME ASSIGNMENT AGREEMENT

THIS PATENT, TRADEMARK AND DOMAIN NAME ASSIGNMENT AGREEMENT (this "Assignment") is made and entered into as of November 16, 2016, by and between Telomere Inc., a Delaware corporation ("Seller") and Sunquest Information Systems, Inc., a Pennsylvania company ("Assignee").

WHEREAS, Seller owns the patents and patent applications identified on Schedule A to this Assignment (collectively, the "Patents");

WHEREAS, Seller owns the trademarks, trademark registrations and trademark applications identified on Schedule B to this Assignment, together with the goodwill of the business connected with the use of, or symbolized by, the foregoing (collectively, the "Trademarks"); and

WHEREAS, Seller owns and has registered or caused to have registered the Internet domain names identified on Schedule C hereto (collectively, the "Domain Names") and are the current record owner of the registrations for the Domain Names, which are currently administered by the registrar set forth on the attached Whois reports; and

WHEREAS, pursuant to that certain Asset Purchase Agreement dated as of the date hereof, by and among Seller and Assignee (the "Purchase Agreement"), Seller has agreed to assign certain intellectual property, including the Patents, the Trademarks and the Domain Names, to Assignee.

NOW, THEREFORE, in consideration of the premises and covenants set forth herein and in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Patent Assignment. Seller assigns, transfers, and conveys to Assignee, its successors, assigns, and legal representatives, free and clear of all liens, claims, security interests, and other encumbrances, (i) all of Seller's right, title, and interest throughout the world in and to the Patents, including any provisional rights therein, (ii) all of Seller's right, title, and interest in and to the improvements and inventions disclosed in the Patents throughout the world, (iii) all of Seller's right, title, and interest in and to any U.S. or foreign application or applications corresponding to the Patents or claiming the improvements and inventions disclosed in the Patents, in whole or in part, (iv) all of Seller's right, title, and interest in and to any and all divisions, reexaminations, reissues, substitutions, continuations, continuations-in-part, and reissues and extensions of the Patents, including without limitation the right to file applications and to obtain patents, utility models, industrial models, and designs for the improvements and inventions disclosed in the Patents in Assignee's own name throughout the world and all rights of priority under the terms of any applicable conventions, treaties, statutes, or regulations, (v) all of Seller's rights to publish cautionary notices reserving ownership of the improvements and inventions disclosed in the Patents, (vi) all of Seller's rights to sue for and recover damages and profits, due or accrued, and other remedies in respect of any and all past, present, and future

infringements or misappropriation of the Patents, in perpetuity (or for the longest period of time otherwise permitted by law) and (vii) any and all of Seller's rights to income, royalties, and payments now or hereafter due or payable with respect to the Patents, for Assignee's own use and enjoyment and for the use and enjoyment of Assignee's successors, assigns, or other legal representatives.

2. Trademark Assignment. Seller hereby assigns, transfers, and conveys to Assignee, its successors, assigns, and legal representatives, free and clear of all liens, claims, security interests, and other encumbrances, (i) all of Seller's right, title, and interest in and to the Trademarks, including the trademarks and registrations and registration applications therefor and all common law rights and rights in foreign jurisdictions therein, together with the goodwill of the business symbolized thereby, (ii) all of Seller's rights of priority and protection of interests therein under the laws of any jurisdiction worldwide, (iii) all of Seller's right to sue for and seek damages and remedies against past, present, and future infringements or dilution of any or all of the Trademarks, and (iv) any and all of Seller's right to income, royalties, and payments now or hereafter due or payable with respect to the Trademarks, for Assignee's own use and enjoyment and for the use and enjoyment of Assignee's successors, assigns, or other legal representatives.

3. Domain Names Assignment. Seller hereby assigns, transfers, and conveys to Assignee, its successors, assigns, and legal representatives, free and clear of all liens, claims, security interests, and other encumbrances, all of Seller's right, title, and interest in and to the Domain Names, including the registrations and registration applications therefor and agrees to cooperate in any manner necessary to effect the transfer of the aforesaid domain names to Assignee, including executing any necessary documents and/or unlocking the Domain Names, as may be necessary to complete the transfer of ownership to Assignee.

4. Cooperation. Seller further agrees and covenants that it will execute or arrange for execution of such further assignment documents or other legal instruments and take other action as may be necessary or required from Seller, if any, to permit Assignee to obtain recordation as needed of any documents relating to the foregoing assignments from Seller to Assignee, including but not limited to country-specific or patent or registration-specific assignment documents relating to any of the items identified in Schedule A, Schedule B or Schedule C.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed as of the day and year first written above.

TELOMERE INC.

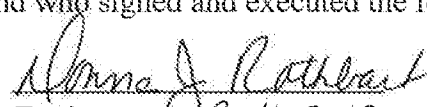
By: 

Name: John K. Stipancich
Title: Secretary

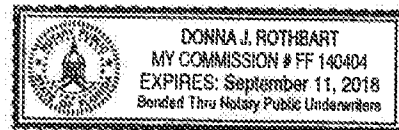
STATE OF: Florida

COUNTY OF: Sarasota

On this 17 day of Nov, 2016, before me, a Notary Public in and for the State and County foresaid, personally appeared John K. Stipancich, known by me to be the person above named and an officer of Telomere Inc., who is duly authorized to execute this Assignment on behalf of Telomere Inc. and who signed and executed the foregoing instrument on behalf of Telomere Inc.

Notary Public: 

My Commission Expires: 9-11-2018



[Signature page to Patent Assignment Agreement]


SUNQUEST INFORMATION SYSTEMS, INC.

By: 

Name: Paul Soni
Title: Director

State of: Florida
County of: Sarasota

On this 17 day of NOV, 2016, before me, a Notary Public in and for the State and County
foresaid, personally appeared PAUL J. SONI, known by me to be the person above
named and an officer of Sunquest Information Systems, Inc., who is duly authorized to execute
this Assignment on behalf of Sunquest Information Systems, Inc. and who signed and executed
the foregoing instrument on behalf of Sunquest Information Systems, Inc.

Notary Public: 
My Commission Expires: 9-11-2018



SCHEDULE A

Patents and Patent Applications

None.

SCHEDULE B

Trademarks and Trademark Applications

| Title | Country | Application Number | Filing Date | Issue Date | Registration Number |
|--------------|----------------|-------------------------------|------------------------|-----------------------|--------------------------------|
| Uniconnect | USA | 85/234,921 | 2/4/2011 | 1/7/2014 | 4,460,764 |
| Uniconnect | Canada | 1,538,223 | 8/3/2011 | N/A | Pending |
| Uniconnect | EU | 010,171,585 | 8/3/2011 | 1/7/2012 | 010,171,585 |
| Uniflow | USA | 85/234,927 | 2/4/2011 | 11/11/2014 | 4,635,004 |
| Uniflow | Canada | 1,538,228 | 8/3/2011 | N/A | Pending |
| Uniflow | EU | 010,171,593 | 8/3/2011 | 10/17/2013 | 010,171,593 |

SCHEDULE C

Domain Names

| Name | Expiration Date |
|-------------------------------------|-----------------|
| www.uniconnect.com (In Use) | 4/4/2017 |
| www.uniflowlims.com (Not in Use) | 7/24/2017 |
| www.labprocessware.com (Not in Use) | 10/27/2017 |