

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM418378

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SimUCare Inc.		02/27/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Simulab Corporation		
Street Address:	13001 48th Ave.		
City:	S. Seattle		
State/Country:	WASHINGTON		
Postal Code:	98168		
Entity Type:	Corporation: WASHINGTON		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4961599	SIMUCARE	
Serial Number:	86860362	SIMUCARE	
Serial Number:	86929282	SIMUSTICK	
Serial Number:	86929270	SIMUCATH	
Serial Number:	86929257	SIMUTRACH	
Serial Number:	86929240	SIMUTECH	
Serial Number:	86929216	SIMUGEAR	
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:	302-571-5002		
Email:	uspto@ycst.com		
Correspondent Name:	Gregory J. Brodzik		
Address Line 1:	1000 North King Street		
Address Line 4:	Wilmington, DELAWARE 19801		
NAME OF SUBMITTER:	Gregory J. Brodzik		
SIGNATURE:	/Gregory J. Brodzik/		
DATE SIGNED:	03/05/2017		

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Total Attachments: 3

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TRADEMARK ASSIGNMENT

This Trademark Settlement Agreement (the "Agreement"), effective as of the date of execution below, is made by and between SimUCare Inc., a corporation with a business address of 113 J and M Drive, New Castle, DE 19702, and Amy Cowperthwait, Chief Executive Officer of SimUCare (collectively, the "Assignors"), and Simulab Corporation, a corporation with a business address of 13001 48th Ave., S., Seattle, Washington 98168 ("Assignee"). Simulab, SimUCare, and Ms. Cowperthwait are referred to collectively as "the Parties."

WHEREAS, Assignors and Assignee have entered into an Agreement dated Feb 27, 2017 (the "Transaction Agreement") whereby Assignee was assigned certain intellectual property rights and related assets (the "Transaction"), and this Assignment is intended to be the recording instrument to formally document the assignment of trademark assets involved in the Transaction;

WHEREAS, in connection with the Transaction, Assignors desire to assign all right, title and interest Assignors have or may have in and to the trademark assets identified in Appendix A to this Assignment (the "Marks"), and Assignee desires to obtain such Marks from Assignors.

NOW THEREFORE, in exchange for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

1. ASSIGNMENT OF RIGHTS.

1.1 Assignment of Marks. Assignors hereby assign to Assignee all of Assignors' respective rights, title and interest in and to the Marks throughout the world, together with all goodwill of Assignors' business symbolized by the Marks, all registrations and applications associated with the Marks throughout the world, and the right to sue for past, present and future infringement thereof.

1.2 Further Assurances. Assignors shall take all actions and execute all documents necessary or desirable to record and perfect the interest of Assignee in and to the Marks and shall not enter into any agreement in conflict with this Assignment.

2. GENERAL PROVISIONS.

2.1 Severability. The provisions of this Assignment shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions of this Assignment. If any provision of this Assignment, or the application of such provision to any person or any circumstance, is invalid or unenforceable, (i) the remainder of this Assignment and the application of such provision to other persons or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability affect the validity or enforceability of such provision, or the application of such provision, in any other jurisdiction and (ii) a suitable and equitable provision

shall be substituted in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision.

2.2 Governing Law and Submission to Jurisdiction. The validity, construction and performance of this Assignment will be governed by the laws of the State of the filing party, without giving effect to that body of laws pertaining to conflict of laws that would subject a matter to the laws of another jurisdiction. Any legal action between the Parties relating to the entry into or performance of this Assignment or any ancillary agreement or assignment, or the interpretation or enforcement of the terms hereof or thereof, shall exclusively be brought in a federal or state court located in the state of the filing party, having jurisdiction of the subject matter thereof, and each party irrevocably consents to personal jurisdiction in any such federal or state court, waives any right to object to such venue or to assert the defense of forum non-conveniens.

2.3 Amendment. Upon execution, this Assignment shall not be amended except by a written agreement dated subsequent to the date of this Assignment and signed on behalf of the Parties hereto by their respective duly authorized representatives.

2.4 Counterparts. This Assignment may be executed in one or more counterparts, each of which will be deemed an original, but which collectively will constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed by their duly authorized representatives.

ASSIGNORS

SimUCare Inc. / Amy Cowperthwait

By: 

Print Name/Title: Amy Cowperthwait CEO

Date: _____

APPENDIX A

MARK	SERIAL/REG. NO.	FILING DATE
SIMUCARE	U.S. Reg. No. 4961599	June 30, 2015
SIMUCARE	Int'l Reg. No. 1285813	December 28, 2015
SIMUCARE	Canadian Trademark App. No. 1,761,465	December 29, 2015
SIMUCARE	Serial No. 86860362	December 29, 2015
SIMUSTICK	Serial No. 86929282	March 4, 2016
SIMUCATH	Serial No. 86929270	March 4, 2016
SIMUTRACH	Serial No. 86929257	March 4, 2016
SIMUTECH	Serial No. 86929240	March 4, 2016
SIMUGEAR	Serial No. 86929216	March 4, 2016