

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM438235

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DZS Software Solutions, Inc.		07/26/2017	Corporation: NEW JERSEY
RECEIVING PARTY DATA			
Name:	Anju ClinPlus, LLC		
Street Address:	183 Madison Avenue, Suite 806		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10016		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2171327	CLINPLUS	
CORRESPONDENCE DATA			
Fax Number:	6023826070		
<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:	602-382-6000		
Email:	sschahn@swlaw.com		
Correspondent Name:	Snell & Wilmer L.L.P.		
Address Line 1:	400 East Van Buren St.		
Address Line 4:	Phoenix, ARIZONA 85004-2202		
NAME OF SUBMITTER:	R. Lee Fraley		
SIGNATURE:	/R. Lee Fraley/		
DATE SIGNED:	08/07/2017		
Total Attachments: 6			
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ASSIGNMENT OF COMPANY INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF COMPANY INTELLECTUAL PROPERTY (this "Agreement") is made as of July 26, 2017, by and between DZS Software Solutions, Inc., a New Jersey corporation ("Assignor"), and Anju ClinPlus, LLC, a Delaware limited liability company ("Assignee"). Capitalized terms used but not otherwise defined herein have the meanings given to such terms in the Purchase Agreement (as defined below).

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of July 26, 2017, (the "Purchase Agreement"); and

WHEREAS, the execution and delivery of this Agreement is required under the terms of the Purchase Agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements contained in the Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment. Upon the terms and subject to the conditions of the Purchase Agreement, Assignor hereby sells, assigns, transfers, conveys and delivers to Assignee all of Assignor's right, title and interest in and to the Intellectual Property Assets, including, without limitation (and in each case, if any), the trademarks and trademark applications and registrations set forth on Schedule A (including, without limitation, the goodwill associated therewith and all common law rights associated therewith) and the domain names and domain name registrations set forth on Schedule B, together with the right to sue and collect for past, present and future infringement or other unauthorized use thereof, free and clear of all Liens. Upon Assignee's request, Assignor will promptly take such actions, including, without limitation, the prompt execution and delivery of documents in recordable form, as may be reasonably necessary to vest, secure, perfect, protect or enforce the rights and interests of Assignee in and to the Intellectual Property Assets.

2. Conflict with the Purchase Agreement. This Agreement is made in accordance with and subject to the Purchase Agreement, which is incorporated herein by reference. In the event of an irreconcilable conflict between the terms and conditions of this Agreement and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall govern, supersede and prevail. Notwithstanding anything to the contrary in this Agreement or otherwise, nothing herein is intended to, nor shall it, extend, amplify, or otherwise alter the representations, warranties, covenants or obligations of the parties contained in the Purchase Agreement or the survival or expiration thereof.

3. Enforceability. If any term or other provision of this Agreement is invalid, illegal or unenforceable under applicable Law, all other terms and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original

intent of the parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

4. Amendments. This Agreement may not be amended, restated, supplemented or otherwise modified, except by an instrument in writing signed by each party sought to be bound.

5. Counterparts and Electronic Signatures. This Agreement may be executed and delivered (including by facsimile, pdf or similar electronic transmission) in one or more 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.

6. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Delaware without regard to the principles thereof or of any other jurisdiction relating to conflict of laws. Each party to this Agreement hereby (a) irrevocably consents to the exclusive jurisdiction and venue of the Delaware Chancery Court sitting in Wilmington, Delaware in connection with any matter based upon or arising out of this Agreement or the transactions contemplated hereby, (b) irrevocably agrees that process may be served upon them in any manner authorized by the laws of the State of Delaware for such persons and waives and agrees not to assert by way of motion, defense, or otherwise, any claim that it is not subject personally to the jurisdiction of such courts, and (c) irrevocably agrees that it will not institute any proceeding relation to this Agreement or the transactions contemplated hereby in any court other than such courts. Each party to this Agreement accepts for itself and in connection with its properties, generally and unconditionally, the exclusive jurisdiction and venue of the above-named courts and waives any defense of lack of personal jurisdiction or inconvenient forum or any similar defense, and irrevocably agrees to be bound by any non-appealable judgment rendered thereby in connection with this Agreement. EACH OF THE PARTIES HERETO WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ANY RIGHT IT MAY HAVE TO TRIAL BY JURY IN RESPECT OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION BASED ON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT.

7. No Third Party Beneficiaries. This Agreement shall be binding upon and inure solely to the benefit of the parties hereto and their respective permitted successors and assigns and nothing herein, whether express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

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[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each party hereto has executed, or caused its duly authorized officer to execute, this Agreement as of the date first written above.

ASSIGNOR:

DZS SOFTWARE SOLUTIONS, INC.

By: 
Name: Doron Z. Steger
Title: President

ASSIGNEE:

ANJU CLINPLUS, LLC

By: _____
Name: Kurien Jacob
Title: Chief Executive Officer

IN WITNESS WHEREOF, each party hereto has executed, or caused its duly authorized officer to execute, this Agreement as of the date first written above.

ASSIGNOR:

DZS SOFTWARE SOLUTIONS, INC.

By: _____
Name: Doron Z. Steger
Title: President

ASSIGNEE:

ANJU CLINPLUS, LLC

By: _____
Name: Kungur Jacob
Title: Chief Executive Officer

SCHEDULE A

Trademarks

Serial Number	Reg. Number	Word Mark	Filing Date	Status
75312659	2,171,327	CLINPLUS	July 7, 1998	Live

SCHEDULE B

Domain Names

1. clinplus.com