

900425004 10/13/2017

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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

10/13/2017  
900425004

ETAS ID: TM447175

|                              |  |
|------------------------------|--|
| <b>SUBMISSION TYPE:</b>      | NEW ASSIGNMENT                                     |
| <b>NATURE OF CONVEYANCE:</b> | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL |

CONVEYING PARTY DATA

| Name   | Formerly | Execution Date | Entity Type                  |
|--|----------|----------------|------------------------------|
| Zero to Three: National Center for Infants, Toddlers, and Families |          | 06/12/2017     | non-profit corporation, D.C. |

RECEIVING PARTY DATA

|                        |                                     |
|------------------------|-------------------------------------|
| <b>Name:</b>           | Voxiva, Inc.                        |
| <b>Street Address:</b> | 1820 North Fort Myer Drive, Ste 600 |
| <b>City:</b>           | Arlington                           |
| <b>State/Country:</b>  | VIRGINIA                            |
| <b>Postal Code:</b>    | 22209                               |
| <b>Entity Type:</b>    | Corporation: DELAWARE               |

PROPERTY NUMBERS Total: 2

| Property Type        | Number  | Word Mark   |
|----------------------|---------|-------------|
| Registration Number: | 3908050 | B TEXT4BABY |
| Registration Number: | 3911112 | TEXT4BABY   |

CORRESPONDENCE DATA

Fax Number:

*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.*

Phone: 8045100638  
 Email: chris@threshold.cc  
 Correspondent Name: Christopher Gatewood  
 Address Line 1: 1905 Huguenot Road, Suite 200  
 Address Line 4: Richmond, VIRGINIA 23235

|                           |                           |
|---------------------------|---------------------------|
| <b>NAME OF SUBMITTER:</b> | Christopher E. Gatewood   |
| <b>SIGNATURE:</b>         | /Christopher E. Gatewood/ |
| <b>DATE SIGNED:</b>       | 10/13/2017                |

Total Attachments: 11

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REEL: 006189 FRAME: 0808

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SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release ("**Agreement**") is made and entered into as of June 12, 2017 by and between Voxiva, Inc., a Delaware corporation ("**Voxiva**") and ZERO TO THREE: National Center for Infants, Toddlers, and Families, a not-for-profit corporation ("**ZTT**").

WHEREAS, certain disputes have arisen between the parties regarding their relationship and the Text4baby service ("**T4B**"), and each party now wishes to wind-down that relationship and settle their affairs in an amicable manner and without recourse to litigation; and

WHEREAS, the parties previously entered into that certain Interim Settlement Agreement and Release ("**Interim Release**") as of November 25, 2016; and

WHEREAS, in furtherance of the Interim Release, the parties have gone to mediation to settle and resolve all disputes between them.

NOW, THEREFORE, for the valuable consideration stated herein and intending to be legally bound, the parties agree as follows:

**I. Payments; Property Rights.**

a. Payments. Upon execution hereof, Voxiva shall commence payment, in each case in immediately available funds, of \$ \_\_\_\_\_ ("**Settlement Amount**") as full and final settlement of all amounts due to ZTT of any kind, nature, or description. Payments will be made in installments at the times set forth in Exhibit A attached hereto, and subject to all of the terms and conditions of the Security Documents (defined below); provided that the first installment of \$ \_\_\_\_\_ shall be paid upon inspection of deliverables as set forth in Section 1(b) below, which payment the parties agree shall be no later than June 30, 2017.

b. Property Rights. In partial consideration of the payments made pursuant to Section 1(a) and subject to the terms of this Agreement, ZTT hereby assigns, transfers, and conveys all of its right, title and interest in and to the T4B Assets (as defined below). As used herein, the term "**T4B Assets**" means all assets of every kind, nature, or description that: (i) ZTT acquired from the National Healthy Mothers Healthy Babies Coalition ("**HMHB**") that directly related to the T4B program and specifically except those HMHB assets expressly excluded as set forth on Exhibit B, attached hereto and incorporated herein, (ii) ZTT developed or created thereafter, all developments, enhancements, improvements, and derivative works thereof, and (iii) any and all other assets directly relating to T4B, including, without limitation, all of the T4B Assets set forth on Exhibit B and all other assets used in connection with T4B, whether owned or held by the parties jointly. Subject to the terms of this Agreement and the Security Documents, ZTT hereby expressly disclaims any right, title, or interest in or to any of the foregoing. ZTT shall cooperate with Voxiva in transferring all T4B Assets to Voxiva, at no cost to ZTT, including, without limitation, by delivering such assets to Voxiva and executing such further documents and instruments as may be necessary to complete and perfect such transfer of ownership. Voxiva shall have a right to inspect any deliverables required to be transferred pursuant hereto prior to the payment of any amounts due as part of the Settlement Amount. ZTT shall provide a written certification ("**Certification**") to Voxiva upon ZTT's delivery of all of the T4B Assets to Voxiva. Voxiva shall have 120 days from its receipt of the Certification to notify ZTT that all of the T4B Assets were not delivered to it by ZTT, which notification shall include a sufficiently detailed description of the missing T4B Assets. In such event, the parties shall use good faith efforts to resolve any issues regarding the delivery of the T4B Assets. In the event Voxiva does not notify ZTT within the aforesaid 120 day period, ZTT

shall be deemed to have delivered all of the T4B Assets to Voxiva and Voxiva shall be barred from making any claim that ZTT has failed to deliver all of the T4B Assets.

2. **Termination of Contracts.** The parties agree that, with the exception of this Agreement, the Security Documents and other incidental agreements between the parties related to the settlement that is the subject matter of this Agreement, including, without limitation, the DC Contract (defined below) all contracts and agreements between them, or that may have existed between them at any time, whether written or oral, and of whatever type or description, shall be and hereby are, terminated, including without limitation, the contracts and agreements set forth on Exhibit C attached hereto ("**Terminated Contracts**"). In addition, with respect to all T4B related contracts with third parties to which ZTT is a named party, at the time of any extension or renewal of such contracts Voxiva shall cause for the removal of ZTT's name from such contracts and ZTT's roles and responsibilities therein shall be eliminated.

3. **Security Agreement; Short Form IP Security Agreement, Guaranty; Confessed Judgment Term Promissory Note.**

a. Attached hereto as Exhibit D is a Security Agreement, a Short Form IP Security Agreement, a Guaranty, and a Confessed Judgment Term Promissory Note (collectively, the "**Security Documents**") which shall govern the payment of the Settlement Amount and provide remedies for any Event of Default (as defined thereunder). Upon the occurrence of an Event of Default, if such default is not cured (if curable) within the period provided in the Security Documents, then all the remedies available to ZTT under the Security Documents shall become available and enforceable in accordance with their terms.

b. Notwithstanding anything set forth in this Agreement to the contrary, in an Event of Default: (a) any and all rights, obligations, representations and warranties of the parties, except those set forth in Section 3(a) and Section 7 below, shall be deemed to be null and void; and (b) in addition to its remedies under this Agreement, ZTT shall be entitled to pursue all remedies, in law and in equity, and the releases set forth in Section 4(b) below shall be deemed to be null and void.

c. Notwithstanding anything set forth in this Agreement to the contrary, in the event ZTT materially breaches any of its obligations under this Agreement or fails to deliver any T4B Assets in accordance with this Agreement, and such breach or failure is not cured within 15 days of ZTT's receipt of written notice thereof by Voxiva, then (a) any and all rights, obligations, representations and warranties of the parties, except those set forth in Section 7 below and the assignments in Section 1(b), shall be deemed to be null and void; and (b) in addition to its remedies under this Agreement, Voxiva shall be entitled to pursue all remedies, in law and in equity, and the releases set forth in Section 4(a) below shall be deemed to be null and void.

4. **Releases.**

a. By Voxiva. Subject to Section 3 above, Voxiva, on behalf of itself and its shareholders, predecessors, subsidiaries, related entities, successors in interest, assigns, directors, officers, employees, agents, representatives, attorneys, contractors, subcontractors, independent contractors, owners and partners (collectively, its "**Affiliates**"), hereby releases, remises and forever discharges ZTT and its Affiliates from any and all claims, contracts, demands, causes of action, disputes, obligations, agreements, covenants, damages, costs and expenses, known or unknown, of any kind, nature, or description (including, without limitation, reasonable attorneys' fees) ("**Claims**") which Voxiva has, may have, may have had, or may hereafter assert which have accrued up to the date of this Agreement and which arise from or relate in any way to the T4B services or program, or the T4B Assets, or to any ownership or other rights therein, or to any agreements or contracts between them, or any event,

occurrence, action, inaction, transaction or thing of any kind or nature occurring prior to or on the date of this Agreement. Nothing in this Agreement is intended to release ZTT or its Affiliates from any claim that arises after the date hereof or from their obligations under this Agreement.

b. By ZTT. Subject to Section 3 above, ZTT, on behalf of itself and its Affiliates, hereby releases, remises and forever discharges Voxiva and its Affiliates from any and all Claims which ZTT has, may have, may have had, or may hereafter assert which have accrued up to the date of this Agreement and which arise from or relate in any way to the T4B services or program, or the T4B Assets or to any ownership or other rights therein, or to any agreements or contracts between them, or any event, occurrence, action, inaction, transaction or thing of any kind or nature occurring prior to or on the date of this Agreement. Nothing in this Agreement is intended to release Voxiva or its Affiliates from any claim that arises after the date hereof from their obligations under this Agreement.

c. No Admission of Liability. The parties acknowledge (i) that no provision of this Agreement constitutes an admission by either party of any liability whatsoever, any such liability hereby being expressly denied, and (ii) that this Agreement results from the desire of the parties to expeditiously resolve disputed issues of law and fact and to save litigation costs and attorneys' fees.

## 5. Other Arrangements

a. Confidentiality of Agreement. The parties agree not to disclose the fact or substance of this Agreement or the negotiations held between them except as expressly permitted herein. The parties agree that their intention in entering this Agreement is to settle the matters between them without recourse to expensive and distracting litigation, and that exchanges of Confidential Information (defined below) hereunder are made in connection with offers of settlement. Accordingly, and with the exception of a claim regarding a breach of this Agreement, neither this Agreement, nor any Confidential Information disclosed hereunder, may be used as evidence in any subsequent proceeding of any kind without the written consent of both parties. The foregoing provisions shall not apply to the following disclosures: (i) disclosures that may be necessary to enforce the terms and conditions of this Agreement; (ii) disclosures that may be necessary by the respective parties to discuss with their attorneys, accountants, board of directors, and/or corporate employees on a "need to know basis"; (iii) disclosures pursuant to a subpoena or specific court or agency order; (iv) disclosures necessary to comply with law; and (v) disclosures made after written consent thereto is obtained from the other party.

b. Confidential and Proprietary Information Generally. As used herein, the term "Confidential Information" means all non-public information owned or held by a party, including, without limitation, all information, whether or not in writing, in whatever form or medium maintained, concerning any and all business, technology, business relationships, customer information, supplier information, user information, marketing plans, business strategies and methods, policies, prospects, market analyses, projections, financial information (including cost and performance data), debt arrangements, equity structure, investors, sales data, price lists; technical specifications, manuals, forms, templates, software designs, methods, procedures, formulas, discoveries, inventions, improvements, concepts, ideas, personal information, personnel data, compensation structure, resolutions, negotiations or litigation ("Confidential Information"). Each party, on its own behalf and on behalf of its officers, employees, contractors, and affiliates, agrees to keep strictly confidential all Confidential Information belonging to the other party. For the removal of doubt, all Confidential Information relating to T4B shall be deemed to be the sole and exclusive property of Voxiva. Each party agrees not to use or disclose any such information for any purpose except as expressly permitted herein.

c. Non-Disparagement. Each party agrees that it will not make, or cause or permit any other person or entity to make, whether orally, in writing, or otherwise, any public or private

statement about the other party, the T4B service or program, Wellpass Inc., this Agreement, or the negotiations between them, including, without limitation, any adverse, derogatory, or disparaging remarks, statements, or communications about the other party or any of its officers, employees, contractors, or affiliates, in each case to any third party whatsoever.

d. Joint Statement. The parties will jointly release the public statement set forth on Exhibit E attached hereto and each party shall be entitled to make public statements to interested third parties regarding their current and future roles in connection with T4B provided that such statements comply with Section 5(c) above and are not inconsistent with Exhibit E. ZTT will refer all inquiries relating to T4B to Voxiva. Voxiva and Wellpass will refer all inquiries relating to ZTT's participation and role in T4B and the T4B program to ZTT; provided that Voxiva may provide publicly available information regarding same.

e. Legal Actions. Each party agrees that it will not file any legal action against the other regarding any Claim (defined below) released under this Agreement; provided that either party may file legal action to enforce the terms of this Agreement.

f. Binding Arbitration. In the event of any dispute between the parties, the parties agree that such dispute shall be resolved by mandatory and binding arbitration in accordance with this Section 5(f) and such arbitration shall be conducted in accordance with the CPR Institute for Dispute Resolution Rules for Non-Administered Arbitration then currently in effect, by a sole arbitrator. Notwithstanding any party's country of citizenship, place of incorporation, or principal place of business, each party hereby agrees that any arbitration pursuant to this Agreement shall be governed by the United States Federal Arbitration Act, 9 U.S.C. §§ 1-16; and each party further expressly agrees and consents to the nonexclusive jurisdiction of the United States District Court for the Eastern District of Virginia to enforce any judgment upon the award rendered by the arbitrator. Unless mutually agreed upon between the parties in writing, the place of arbitration shall be Washington DC, and, subject to the arbitrator's schedule, the entire arbitration shall be conducted and concluded in no more than 30 days. In any arbitration, the parties agree that the non-prevailing party shall pay the prevailing party's arbitration costs and attorneys' fees and costs, including without limitation their expert witnesses, and the arbitrator shall be authorized to award the same to the prevailing party. The parties agree that during the pendency of any binding arbitration, all of the provisions of this Agreement shall remain in full force and effect until the decision of the arbitrator is issued.

g. Operation of Text4baby Service. ZTT agrees and acknowledges that so long as Voxiva is not in default under this Agreement, Voxiva shall have the sole and exclusive right to operate and provide the T4B service, and ZTT shall have no rights to use the T4B Assets or operate and/or provide the T4B services. The right to operate and provide the T4B services expressly includes, but is not limited to, the right to contact and do business with any former, current, or prospective T4B partner, sponsor, donor, contractor, plan, provider, customer, supplier, end user, or other participant in the T4B program provided that so long as ZTT does not make use of any T4B Assets, including, without limitation, any user data, ZTT is not precluded from contacting and doing business with any former, current or prospective T4B partner, sponsor, donor, contractor, plan, provider, customer, supplier, end user, or other participant in the T4B program. Voxiva agrees and acknowledges that in an Event of Default under the Security Documents, Voxiva shall have no rights to use the T4B Assets or operate and/or provide the T4B services.

## 6. Representations and Warranties.

a. Authority/No Conflicts. Each of the parties hereby represents and warrants to the other (i) that its signatory below is fully authorized to enter into the terms of, and to execute this

Agreement on behalf of such party, and (ii) that its performance hereof will not conflict with or violate its articles of information or other formation document, or any contract by which it is bound.

b. Representation by Counsel. The parties acknowledge that they have been (or have had an opportunity to be) represented in this matter by counsel, have had sufficient time to consult with their counsel to the extent they deem necessary, have read this Agreement, understand its provisions and have signed this Agreement knowingly and voluntarily.

c. No Debts or Encumbrances on Assets. ZTT hereby represents and warrants that there are no unpaid debts or liabilities associated with any of the T4B Assets and that there are no liens, pledges, or other encumbrances of any kind upon any of the T4B Assets.

d. Assets. ZTT hereby represents and warrants that, to its knowledge: (i) the T4B Assets represent all of the assets under the control and possession of ZTT that are used in connection with T4B; and (ii) that ZTT has not at any time since the Interim Release disposed of any material assets relating to T4B to any third party.

7. **General Provisions.**

a. Governing Law. This Agreement shall be deemed to have been executed and delivered within the Commonwealth of Virginia (excluding the conflicts of laws provisions thereof) and shall in all respects be interpreted, enforced and governed by the laws thereof.

b. Entire Agreement. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof, and supersedes all prior agreements, whether written or oral, concerning the subject matter hereof, including, without limitation, the Interim Settlement Agreement.

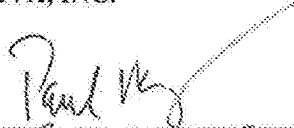
c. Amendment; Waiver. Any amendment to this Agreement shall be in writing and signed by both parties. All waivers shall be writing and signed by the party granting the waiver.

d. Severability. To the extent that any provision of this Agreement may be held to be invalid or legally unenforceable by an adjudicator of competent jurisdiction, the parties agree that the remaining provisions of this Agreement shall not be affected and shall be given full force and effect.

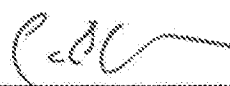
e. Execution in Counterparts. This Agreement may be executed in multiple counterparts, each of which will constitute an original for all purposes. Facsimile signatures shall be treated as originals for all purposes hereunder.

IN WITNESS WHEREOF, the parties have executed this Settlement Agreement and Release on the date first set forth above.

VOXIVA, INC.

By:   
Name: PAUL MEYER  
Title: CEO

ZERO-TO-THREE: National Center for  
Infants, Toddlers, and Families

By:   
Name: Matthew E. Helms  
Title: Executive Director

Attachments

Exhibit A: Settlement Amount and Payment Schedule

Exhibit B: T4B Assets

Schedule B-1: Copyrights

Exhibit C: Terminated Contracts

Exhibit D: Security Documents

Exhibit E: Joint Statement



**CONFIDENTIAL**

**Exhibit A  
Settlement Amount and Payment Schedule**

| Payment Date       | Principle Payment | Interest Payment | Total Payment | Remaining Principle |
|--------------------|-------------------|------------------|---------------|---------------------|
| April 1, 2017      |                   |                  |               |                     |
| June 30, 2017      |                   |                  |               |                     |
| September 30, 2017 |                   |                  |               |                     |
| December 31, 2017  |                   |                  |               |                     |
| March 31, 2018     |                   |                  |               |                     |
| June 30, 2018      |                   |                  |               |                     |
| September 30, 2018 |                   |                  |               |                     |
| December 31, 2018  |                   |                  |               |                     |
| March 31, 2019     |                   |                  |               |                     |
| June 30, 2019      |                   |                  |               |                     |
| September 30, 2019 |                   |                  |               | 0.00                |

**Exhibit B  
T4B Assets**

**In General**

All assets shall be delivered in usable formats appropriate for the type of asset (digital, paper, physical, as appropriate).

**Assets Acquired From HMHB**

Effective May 1, 2015, ZTT became the assignee of certain rights, benefits and obligations of the Healthy Mothers Healthy Babies Coalition ("HMHB"), as specifically set forth in the following six agreements (collectively the "Assignments"):

1. **Agreement Regarding Assignment of Assets** dated May 1, 2015
2. **Agreement Regarding the Assignment and Assumption of Certain Contracts** dated May 1, 2015, including, without limitation, all Memorandums of Understanding ("MOUs"), Data Use Agreements ("DUAs"), and other "Text4baby Documents" and "Other Documents" as defined therein.
3. **Assignment and Consent Agreement** dated May 1, 2015, including, without limitation, all subcontracts and all rights to "Royalties" (as defined therein).
4. **Intellectual Property Assignment and License Agreement** dated May 1, 2015, including, without limitation, all "Programs" (as defined therein).
5. **Trademark Assignment Agreement** dated May 1, 2015
6. **Assignment and Assumption Agreement** dated May 1, 2015

Pursuant to this Agreement, ZTT assigns to Voxiva all assets directly related to T4B currently in ZTT's control and possession and those T4B Assets that were assigned to ZTT pursuant to the Assignments. Assets which are not deemed to be part of this Agreement include any HMHB assets received from the Assignments that are not directly related to T4B, including but not limited to, the following:

- a. HMHB name, logo and marks
- b. hmhb.org domain name
- c. HMHB intellectual property not related to T4B including without limitation electronic text documents previously and/or currently on hmhb.org. Examples include without limitation: Expert Q&A; MCH topic focus fact sheets
- d. Email list associated with the Monday Morning Memo

**Intellectual Property**

The following intellectual property:

Domain names: Text4baby.org and Partners.text4baby.org, as well as their related email addresses info@text4baby and partners@text4baby.org

All names, service marks, trademarks, wordmarks and logos relating to or used in connection with T4B, including, without limitation:

B TEXT4BABY (design mark) - U.S. Registration No: 3908050  
TEXT4BABY - U.S. Registration No: 3911112

All copyrights used in connection with T4B and all written materials, whether protected or protectable, as set forth on Schedule B-1, attached hereto and incorporated herein, including all developments, improvements, enhancements, or derivative works of any of the foregoing.

**Other Assets**

With the exception of the Washington, D.C. Department of Health Text4Baby Contract dated June 30, 2016, Contract Number CW44138, and the associated subcontract with Voxiva ("DC Contract"), all contracts or other agreements of whatever kind or description directly relating to or used in connection with T4B, including, without limitation, any T4B end users, outreach partners, customers, health plans, MCOs, sponsors, partners, research partners, or other stakeholders in T4B, including description of key contacts and planned/implemented activities for 2016-17.

ZTT cannot unilaterally assign or transfer the DC Contract to Voxiva, however, ZTT shall work with Voxiva to complete the current contract ending on June 30, 2017. At no cost to ZTT, ZTT will assist Voxiva in obtaining the Washington D.C. Department of Health's approval of the transfer of any extension of the DC Contract to Voxiva.

All user data in ZTT's possession relating to T4B services provided to end users.

All information, content, creative and other material found on and used to prepare and/or support the T4B program. To include but not limited to the following:

- In whatever form such information is maintained by ZTT, if any, including but not limited to outreach partners; research partners; Federal, state & local partners; Custom text4baby customers; providers of hotlines and other resources, MCOs, etc. For each partner/organization:
  - Organization name
  - Address & contact information (address, website)
  - Key contact(s) and contact information
  - Contracts and other agreements (e.g. data use)
  - Description and status of current and planned activities and/or special projects (e.g. Zika)
  - Current or planned research project briefs on T4B
  - Start and end date (if applicable)
- In whatever form, such information is maintained by ZTT, if any, any creative materials, including but not limited to web enrollment button, b-roll, PSAs, testimonials, media coverage and videos; design files, images and other material and media assets, testimonials and associated releases, agreements and licenses.

All messages and all information used and needed to develop, prepare, test and implement current and future messages and all other content (to include protocol messages, interactive surveys, broadcast messages) directly related to and used in connection with T4B, including but not limited to the following:

- Messages and all other content
- Contact and mailing lists of subject matter experts providing consulting or review in connection with T4B, including but not limited members of the Content Council or other federal partners engaged in developing or reviewing content.
- Research, analysis, user and expert feedback, recommendations, guidelines and other input with respect to all messages, content and delivery.

- Draft planned messages

All information, content, creative and other material directly related to and used in connection with T4B and used to promote T4B and support end users and partners, including but not be limited to:

- All training materials (e.g. webinars, slides, job aids) developed and shared directly in connection with T4B, including, without limitation, any T4B end users, outreach partners, customers, research partners, or other stakeholders.
- All final design partner tools and promotional materials.
- Inventory of promotional materials ordered in 2016-17 from partners.text4baby.org or by contacting outreach managers. This inventory should include: organization name, contact name, location (city/state), type of materials ordered, quantity of materials ordered, and date of order.
- Contact and mailing lists of T4B outreach and other partners signed up for 'Text4baby Tuesday' newsletter or other ongoing T4B communications.

All information needed to support the current T4B research and evaluation program.

- All data and analyses relating to or used directly in connection with T4B, or collected in the course of providing any T4B services to end users, partners, customers and others. To include personal information, personal health information and all other user data, white papers, best practices, enrollment tracking and analysis, presentations, papers, pending publications (to include authors, journals and status).
- In whatever form, such information is maintained by ZTT, if any, for ongoing and planned research activities to include:
  - Names of partner organizations and researchers
  - Address & contact information (email, address, phone number, website, etc.)
  - Key contact(s) and contact information
  - Contracts, grants and other agreements (e.g. data use)
  - Current or planned research projects, pilots, or additional analyses, such as white papers, articles, grant proposals and conference presentations. Lead and corresponding authors of submitted journal manuscripts.
  - Start and end date (if applicable)

Materials and other deliverables associated with Pfizer, J&J, CMS, state DoH and other contracts