

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM459170

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Dermatopathology Laboratory of Central States, LLC	FORMERLY Dermatopathology Laboratory of Central States, Inc.	04/20/2017	Limited Liability Company: OHIO
RECEIVING PARTY DATA			
Name:	DLCS-Clearpath, LLC		
Street Address:	7835 Paragon Road		
City:	Dayton		
State/Country:	OHIO		
Postal Code:	45459		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4344171	CLEARPATH BY DLCS	
Registration Number:	4426440	C	
Registration Number:	4890043	CLEARPATH	
CORRESPONDENCE DATA			
Fax Number:	9372236705		
<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:	(937) 449-5792		
Email:	collier@coollaw.com		
Correspondent Name:	Rebecca Collier		
Address Line 1:	33 W. First Street		
Address Line 2:	Suite 200		
Address Line 4:	Dayton, OHIO 45402		
ATTORNEY DOCKET NUMBER:	014228-100		
NAME OF SUBMITTER:	Rebecca A. Collier		
SIGNATURE:	/Rebecca A. Collier/		
DATE SIGNED:	01/24/2018		

OP \$90.00 4344171

Total Attachments: 6

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ASSIGNMENT AND AGREEMENT REGARDING SOFTWARE AND CLEARPATH

This ASSIGNMENT AND AGREEMENT REGARDING SOFTWARE AND CLEARPATH (this “**Agreement**”) is made as of April 20, 2017 by and between Dermatopathology Laboratory of Central States, LLC, an Ohio limited liability company (“**Parent**”), and DLCS-Clearpath, LLC, a Delaware limited liability company (“**Newco**”).

RECITALS:

- A. Parent owns the Clearpath education software application, the software application described as the combination of a touch-enabled image atlas, powerful microscope viewer and dermatology-board simulated exam module, including all copyrights and other intellectual property rights therein, all documentation related thereto, any modifications or improvements thereof, and any derivative works based thereon (collectively, the “**Software**”); and
- B. Parent desires to convey to Newco all rights, title and interests in and to the Software, and Newco wishes to acquire the Software on the terms and conditions herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Parent and Newco agree as follows:

1. Assignment. Parent hereby conveys, assigns, sells and transfers to Newco all of Parent’s rights, title and interests in and to the Software, including without limitation any patent, trademark, copyright, and other intellectual property rights therein, and hereby grants to Newco the right to apply in its own name for any patents or inventor’s certificates, copyrights, trademarks, and related rights for the Software in any and all countries, to prepare derivative works based upon the Software, to reproduce the Software, to distribute copies of the Software, to display or perform the Software, and to grant licenses and sublicenses to third parties without accounting to Parent for the Software and all portions thereon. The rights assigned hereunder specifically include the right to receive any and all royalties relating to the Software, to sue for any and all past, present, and future infringement of the Software, and to receive any and all damages awarded as a result of any of the foregoing.

2. Representations and Warranties. Parent represents and warrants that it has the authority to make and enter into this Assignment. Parent further represents and warrants that no assignment, sale, agreement, license or encumbrance has been or will be made or entered into that would conflict with this Assignment, and that this Assignment will not violate Parent’s obligations to or with any third party.

3. Covenants and Agreements.

a. *Further Assurances.* Parent covenants that Parent will, upon Newco’s request, (i) promptly provide Newco with all pertinent facts and documents relating to the Software, and Parent will testify as to the same in any interference, litigation or proceeding related thereto and (ii) promptly execute and deliver to Newco or Newco’s legal representative any and all papers, instruments or affidavits required to apply for, protect, obtain, maintain, issue, reinstate, defend and enforce the Software, whether in the U.S. or any and all foreign countries, and any patents, copyrights, or trademarks granted thereon, and/or for obtaining any reissue or reissues of any patent, copyright or trademark which may be granted for or relating to the Software and perform such further acts which may be necessary or desirable to carry out the intent of this Assignment as Newco shall hereafter require and prepare at its expense.

b. *Access.* To the extent permitted by applicable law, Parent shall provide Newco, at Newco's sole cost and expense, access for a period of up to thirty-six (36) months from the date of this Agreement to Parent's (i) office facilities and office equipment, including, without limitation, Parent's digital scanning equipment, and, (ii) subject in all respects to that certain License Agreement dated as of the date hereof by and between Parent and Newco, historic and ongoing Case Data (including the ability to scan such data), during normal and reasonable business hours and upon reasonable advance notice. For a period of up to thirty-six (36) months from the date of this Agreement, Parent will provide the following to Newco at no cost to Newco: (i) an office similar in size and adjacent to Dr. Thomas Olsen's office and (ii) an administrative space for a single administrative resource of Newco; provided, however, notwithstanding the foregoing, any improvements (and all costs related thereto) to Parent's leased premises required as a result of the foregoing shall be the sole responsibility of Parent's landlord. Newco will comply with all policies for use of Parent's space and equipment that are applicable to Parent's employees and contractors and any other policies required by applicable law or in Parent's reasonable discretion. As used herein, the term "**Case Data**" means all of Parent's currently existing and future whole slide images and associated metadata including clinical information submitted with the specimen, gross descriptions and full diagnostic reports, but, in each case, solely and only with respect to de-identified, aggregated, non-personally identifiable information ("PII") contained therein.

c. *No Staffing Services; No Funding Commitment.* Newco acknowledges and agrees that Parent may elect, but shall not be obligated, to provide any staff or employees to Newco or any funding for the commercialization or development of the Software.

d. *Use of "Clearpath" Name.*

i. In the event Parent, in its sole discretion, discontinues use of the "Clearpath" name, Parent shall, in its sole discretion, promptly assign the use of such name and any derivative thereof to Newco for no additional consideration. In such event, all goodwill with respect to the use of the "Clearpath" name and any derivative thereof will inure to the benefit of Newco, and Parent will not have any rights to sue or recover against any person with respect to the use of such names. Immediately after such assignment, Parent will not, and will not permit any of its affiliates to, use any legal name, assumed name or other name in which they conduct any business that contains "Clearpath" or any similar names or words.

ii. In the event Newco develops a business plan and receives funding additional capital contributions of at least \$1,000,000 in the aggregate, Parent and Newco agree to negotiate in good faith a license pursuant to which Parent would license to Newco a derivative of the "Clearpath" name. Notwithstanding the foregoing, in the event Newco develops a business plan and receives funding additional capital contributions of at least \$1,000,000 in the aggregate, Parent shall have no obligation to license to Newco the "Clearpath" name or any derivative thereof.

e. *Discontinuance or Sale of Clearpath Technology and Intellectual Property.* Newco acknowledges and agrees that, in no event shall Parent have any obligation or duty to investigate or pursue any sale transaction for the Clearpath Technology and Intellectual Property and Parent shall have the right, at any time and in Parent's sole discretion, to discontinue the maintenance, license, promotion, or use (in any manner) of the Clearpath Technology and Intellectual Property. Notwithstanding the foregoing, in the event Parent completes a sale, license (other than licenses or sublicenses to end users in the ordinary course of business) or other transfer of any rights or interest in any or all of the Clearpath Technology and Intellectual Property, Thomas G. Olsen, M.D. ("**Dr. Olsen**"), shall be entitled to receive, after payment of any sale bonus or similar payment due to Dr. Joel Crockett as a result of a sale, an aggregate amount from the net proceeds of any such sale, license, or other transfer up to \$5,000,000 (which such amount may be paid in multiple payments if the applicable sale, license, or other transfer

does not result in net proceeds of at least \$5,000,000), less all amounts paid to Dr. Olsen or his successors pursuant to Section 8.4(c) of the Amended and Restated Limited Liability Company Agreement of Newco dated as of the date hereof; provided, however, a Sale of Parent shall not constitute a transaction subject to this sentence as long as the obligations of Parent under this Section 3(e) are (only in the case of item (i) in the definition of "Sale of Parent" below) assumed or not altered (in the case of items (ii) and (iii) in the definition of "Sale of Parent" below) by the acquiring party. As used herein, the term "**Clearpath Technology and Intellectual Property**" means that intellectual property set forth on **Exhibit A** attached hereto and made a part hereof. As used herein, "**Sale of Parent**" means (i) the sale of all or substantially all of the assets of Parent or any entity or person that owns, is owned by, or is under common ownership with Parent (each, an "**Affiliate**") to a third party purchaser, (ii) the sale of 50% or more of the outstanding equity interests of Parent or any of Parent's Affiliates to a third party purchaser, or (iii) the merger or combination of Parent or any of Parent's Affiliates with any entity or person, after which 50% or more of the outstanding equity interests of Parent or any of parent's Affiliates will be held by a third party purchaser.

f. *Clearpath Scope "Collaboration" Functionality.* Parent agrees that it will use commercially reasonable efforts to develop the functionality known to the Parties as the "collaboration" functionality and incorporate that functionality into the Clearpath Scope technology within a reasonable time after the date of this Agreement, but in no event sooner than one (1) year after the date of this Agreement. Notwithstanding the foregoing, in no event shall Parent be required to expend more than \$16,000 in fulfillment of its obligations under this Section 3(f) and, in the event the development and incorporation of the "collaboration" functionality will require the expenditure of more than such amount, Parent's obligations under this Section 3(f) shall be terminated. Parent shall have final decision authority in its sole discretion on the acceptable functional requirements for and performance of the "collaboration" functionality.

4. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to conflict of laws principles contained therein.

5. Amendment. This Assignment is binding upon the parties and their respective heirs, successors, assigns, trustees, and representatives and cannot be amended, modified or supplemented except by an instrument in writing executed by Parent and Newco.

6. Severability. The provisions of this Assignment are separate and divisible and if any court of competent jurisdiction determines that any provisions of this Assignment are invalid, illegal, void and/or unenforceable, the remaining provisions hereof shall remain in full force and effect.

7. Entire Agreement. This Assignment constitutes the entire, full, and complete agreement between Parent and Newco concerning the subject matter hereof, and supersedes all prior agreements.

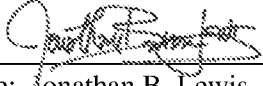
8. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the date first written above.

PARENT:

**DERMATOPATHOLOGY LABORATORY OF
CENTRAL STATES, LLC**

By:  _____
Name: Jonathan B. Lewis
Title: Vice President

NEWCO:

DLCS-CLEARPATH, LLC

By: _____
Name: Thomas G. Olsen, M.D.
Title:

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the date first written above.

PARENT:

**DERMATOPATHOLOGY LABORATORY OF
CENTRAL STATES, LLC**

By: _____
Name: Jonathan B. Lewis
Title: Vice President

NEWCO:

DLCS-CLEARPATH, LLC

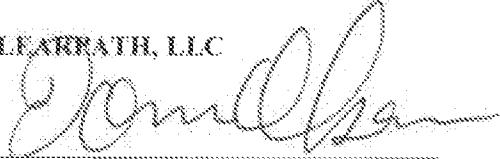
By:  _____
Name: Thomas G. Olsen, M.D.
Title: President



EXHIBIT A

CLEARPATH TECHNOLOGY AND INTELLECTUAL PROPERTY

1. Patents

- Wireless Viewing of Digital Pathology Specimen, Patent No. 9,439,565 issued September 13, 2016

2. Trademarks

Trademark	Registration No.	Registration Date
	4,344,171	05/28/2013
	4,426,440	10/29/2013
Clearpath	4,890,043	01/19/2016

[Exhibit A]