

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM461745

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Evalytica, Inc.		02/06/2018	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Evidera, Inc.		
Street Address:	7101 Wisconsin Ave., Suite 1400		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3545008	ARCHIMEDES	
Registration Number:	3990447	ARCHES	
CORRESPONDENCE DATA			
Fax Number:	3038630223		
<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:	303-863-9700		
Email:	lhansen@sheridanross.com		
Correspondent Name:	Lew Hansen		
Address Line 1:	Sheridan Ross P.C.		
Address Line 2:	1560 Broadway, Suite 1200		
Address Line 4:	Denver, COLORADO 80202		
ATTORNEY DOCKET NUMBER:	6346ED-1		
NAME OF SUBMITTER:	Lew Hansen		
SIGNATURE:	/Lew Hansen/		
DATE SIGNED:	02/12/2018		
Total Attachments: 7			
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AMENDED AND RESTATED PATENT AND TRADEMARK ASSIGNMENT AGREEMENT

THIS AMENDED AND RESTATED PATENT AND TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement") is made this 6th day of February 2018, by and between on the one hand, Evalytica, Inc., a California Corporation (Evalytica, Inc. being previously known as Evidera Archimedes, Inc., and by virtue of a corporate name change is now known as Evalytica, Inc., as further evidenced on the document attached hereto as Exhibit "A") (the "Assignor"), and on the other hand, Evidera, Inc., a Delaware Corporation (the "Assignee") (collectively the "Parties").

WHEREAS, the Parties entered into that certain Patent and Trademark Assignment Agreement, dated January 26, 2018 (the "Original Agreement") providing for the assignment of the Patent Rights and the Trademark Rights, as those terms are defined below, from Assignor to Assignee; and

WHEREAS, the Parties desire to amend and restate the Original Agreement as set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein, and for good and valuable consideration, the sufficiency of which is mutually acknowledged and agreed to by the Parties, the Parties hereby agree as follows:

1. **Assignment of Patent Rights.** Assignor hereby assigns to Assignee, and its successors, representatives, and assigns, any and all rights, title, and interests in United States Patent No. 7,136,787, entitled "Generation of Continuous Mathematical Model for Common Features of a Subject Group," issued on or about November 14, 1006 to Schlessinger et al., as well as the related Canadian Patent No. 2,470,733, issued on or about April 3, 2012, together with all patents that may issue therefrom from any of the foregoing, as well as all continuations, substitutions, reissues, re-examinations, and renewals of any of the foregoing (collectively, the "Patent Rights").
2. **Assignment of Trademark Rights.** Assignor hereby assigns to Assignee, and its successors, representatives, and assigns, any and all rights, title, and interests (including goodwill) in (i) United States Trademark Registration Nos. 3,545,008, registered on or about December 9, 2008, for the word "ARCHIMEDES"; and (ii) United States Trademark Registration Nos. 3,990,447, registered on or about July 5, 2011, for the word "ARChES" (collectively, the "Trademark Rights").
3. **License Grant-Back.** Assignee hereby grants to Assignor a worldwide, fully paid-up, royalty-free, irrevocable, non-exclusive, sublicensable (through multiple tiers), transferable (subject to advance written notice to Assignee) right and license (a) under the Patent Rights for all applications of the Patent Rights and all businesses, processes, products and services, as conducted now or in the future, by Assignor and its current and future affiliates, including the rights to make, have made, use, offer for sale, sell and import all current and future applications (including processes) of the Patent Rights, products and services, and (b) under the Trademark

Rights to use the Trademark Rights in connection with the marketing and sale of all current and future products and services of Assignor and its current and future affiliates. The license rights granted herein shall continue with respect to the Patent Rights for the life of the last to expire of the Patent Rights, and with respect to the Trademark Rights, for the life of the Trademark Rights. All products and services marketed and sold in connection with the Trademark Rights shall be of at least the same quality as Assignor's products and services existing as of the date of this Agreement. All goodwill associated with Assignor's use of the Trademark Rights will inure to the benefit of the Assignee.

4. Acknowledgements. Assignee hereby acknowledges and agrees not to assign, sell or otherwise transfer the Patent Rights or the Trademark Rights without a written notice to the proposed third-party transferee of Assignor's license rights under Section 3 of this Agreement.
5. Recordation. The Parties agree to request the Commissioner of the United States Patent and Trademark office to duly record the assignments of all rights, title, and interests in the Patent Rights and the Trademark Rights to Assignee. Assignor agrees to reasonably assist Assignee and take any further actions as may reasonably be necessary to aid Assignee in perfecting its rights, title, and interests in the Patent Rights and in the Trademark Rights.
6. EACH PARTY UNDERSTANDS AND AGREES THAT THE OTHER PARTY MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION AS TO THE OPERABILITY OR FITNESS FOR ANY USE OR PARTICULAR PURPOSE, MERCHANTABILITY, SAFETY, EFFICACY, APPROVABILITY BY REGULATORY AUTHORITIES, TIME AND COST OF DEVELOPMENT, PATENTABILITY, NONINFRINGEMENT, AND/OR BREADTH OF ANY RELEVANT INTELLECTUAL PROPERTY RIGHTS. NEITHER PARTY MAKES ANY REPRESENTATION OR WARRANTY TO THE OTHER PARTY AS TO WHETHER ANY CLAIM OR PATENT (OR TRADEMARK) WITHIN THE TRANSFERRED OR LICENSED RIGHTS ARE VALID, OR AS TO WHETHER THERE ARE ANY PATENTS, TRADEMARKS, OR ANY OTHER INTELLECTUAL PROPERTY RIGHTS NOW HELD, OR WHICH WILL BE HELD, BY OTHERS THAT MIGHT BE REQUIRED FOR THE OTHER PARTY'S USE AND BENEFIT UNDER THIS AGREEMENT, OR WHICH MIGHT BE INFRINGED BY EITHER PARTY UNDER THAT PARTY'S ACTIVITIES OR CONDUCT UNDER AND WITHIN THE SCOPE OF THE RIGHTS CONFERRED HEREUNDER. THE PARTIES AGREE AND ACCEPT THE RIGHTS CONFERRED HEREUNDER ON AN "AS-IS" AND "WITH ALL FAULTS" BASIS.
7. Governing Law. This Agreement shall be construed in accordance with, and governed in all respects by, the laws of the State of Delaware, without regard to conflicts of law principles.
8. Counterparts. This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.
9. Severability. If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if

limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

10. **Headings.** The headings for section herein are for convenience only and shall not affect the meaning of the provisions of this Agreement.
11. **Entire Agreement.** This Agreement constitutes the entire agreement between Assignor and Assignee, and supersedes any prior understanding or representation of any kind preceding the date of this Agreement, including the Original Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement.

[signature page follows]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and deemed effective as of the date first above written.

EVALYTICA, INC.

Stephen P. Rusan
Signature

Stephanie Reisinger
Print Name

President - GM
Title

EVIDERA, INC.

Signature

Print Name

Title

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and deemed effective as of the date first above written.


EVALYTICA, INC.

Signature

Print Name

Title

EVIDERA, INC.



Signature

Neil Williams

Print Name

President

Title

Exhibit “A”

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FILED

Secretary of State
State of California

APR 08 2016

CERTIFICATE OF AMENDMENT OF
THE AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION
OF
EVIDERA ARCHIMEDES, INC.

Jon Williams and Adam Hendricks hereby certify that:

ONE: They are the President and the Secretary, respectively, of Evidera Archimedes, Inc., a California corporation.

TWO: Article I of the Amended and Restated Articles of Incorporation of this corporation is hereby amended to read as follows:

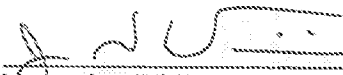
The name of this corporation is Evalytica, Inc. (the "Corporation").

THREE: The foregoing amendment of the Amended and Restated Articles of Incorporation has been duly approved by the Board of Directors.

FOUR: The foregoing amendment of the Amended and Restated Articles of Incorporation has been duly approved by the required vote of shareholders in accordance with Section 902, California Corporations Code. The total number of outstanding shares of this corporation is 100 shares of common stock. The number of shares voting in favor of the amendment equaled or exceeded the vote required. The percentage vote required was more than 50%.

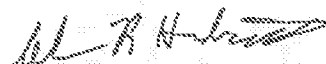
We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

Date: April 1, 2016



Name: Jon Williams

Title: President



Name: Adam Hendricks

Title: Secretary

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