

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM466517

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PluralSoft, Inc.		01/17/2018	Corporation: COLORADO
RECEIVING PARTY DATA			
Name:	ProKarma, Inc.		
Street Address:	222 South 15th Street		
Internal Address:	Suite 505N		
City:	Omaha		
State/Country:	NEBRASKA		
Postal Code:	68102		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4308988	CAREQUOTIENT	
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:	4023466000		
Email:	patrick.stephenson@kutakrock.com		
Correspondent Name:	Patrick C. Stephenson		
Address Line 1:	1650 Farnam Street		
Address Line 4:	Omaha, NEBRASKA 68116		
NAME OF SUBMITTER:	Patrick C. Stephenson		
SIGNATURE:	/Patrick C. Stephenson/		
DATE SIGNED:	03/21/2018		
Total Attachments: 7			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (the “**IP Assignment**”), effective as of January 17, 2018 (the “**Effective Date**”), is entered into by and among PluralSoft, Inc., a Colorado corporation (“**Seller**”); Narasimham Pasupuleti; Krishnaswamy G. Subramanian; and Sunil Kumar Boyini, each an individual who, collectively, own 100% of the equity interests of the Seller (collectively the “**Owners**” and each an “**Owner**”, and together with Seller, the “**Assignor**”); and ProKarma, Inc., a Delaware corporation (“**Purchaser**” or “**Assignee**”).

RECITALS

WHEREAS, Seller, Owners, and Purchaser have entered into an Asset Purchase Agreement dated as of the date hereof (the “**Asset Purchase Agreement**”);

WHEREAS, pursuant to the Asset Purchase Agreement, Seller, Owners, and Purchaser have agreed to enter into an agreement pursuant to which all Intellectual Property and Intellectual Property rights owned, licensed, or used by the Seller (defined in the Asset Purchase Agreement as the “**Acquired Intellectual Property**”) are assigned to the Purchaser, and “**Intellectual Property**” is defined in the Asset Purchase Agreement as all worldwide rights, title, and interests in and to any (a) patents, patent applications and statutory invention registrations, patent disclosures, inventions (whether or not patentable and whether or not reduced to practice) together with all applications for any of the foregoing, and including any continuations, divisions, continuations-in-part, extensions, provisionals, re-issues and re-examinations of any patent or patent application; (b) trademarks, service marks, trade dress, slogans, logos, trade names, corporate names, brand names and Internet domain names and uniform resource locators, Internet addresses, Internet accounts and names (including social networking and media names, such as Facebook, Twitter and LinkedIn), cellular text in short codes, toll and vanity phone registrations, including registrations and applications for registration of any of the foregoing, together with all translations, annotations, derivations, and combinations of any of the foregoing, and all goodwill associated with any of the foregoing; (c) works of authorship, copyrights, copyrightable works, computer program, computer software (including, without limitation, source code, object code, other code variants, libraries, data, and related documentation), websites, website content, design, layout and structure, databases, manuals, user guides, flow charts, specifications, training materials, promotional materials, and any personal and moral rights of any of the foregoing, and any registrations and applications for registration thereof, and all renewals, extensions, amendments, modifications, restoration and reversions thereof; (d) mask works and all applications, registrations and renewals in connection therewith, (e) confidential and proprietary information, including trade secrets and confidential information (including, without limitation, databases, ideas, methods, formulae, compositions, know-how, manufacturing and production processes and techniques, research and development information, drawings, specifications, designs, plans, proposals, technical data, assembly, test, installation, service and inspection instructions and procedures, technical, operating and service and maintenance manuals and data, hardware reference manuals and engineering, programming, service and maintenance notes and logs, financial, business and marketing plans, sales and promotional literature, customer and supplier lists, potential customer lists, prospect lists, pricing and cost information and related information); (f) other intellectual or industrial property rights and foreign equivalent or

counterpart rights and forms of protection of a similar or analogous nature to any of the foregoing or having similar effect in any jurisdiction throughout the world; (g) all copies and tangible embodiments of the foregoing (in whatever form or medium) and (h) all goodwill related to all of the foregoing;

WHEREAS, the Acquired Intellectual Property includes all Intellectual Property rights owned by Seller or one or more of the Owners that is used in or by the Purchased Business (as defined in the Asset Purchase Agreement);

WHEREAS, Assignor owns, except as otherwise set forth in the Purchase Agreement, the Acquired Intellectual Property, including without limitation the Acquired Intellectual Property set forth on Schedule 1 hereto, and desires to assign, convey, transfer, deliver and vest all of its right, title and interests in and to the Acquired Intellectual Property for all jurisdictions throughout the world, including all countries and political entities, to and in Assignee; and

WHEREAS, Assignee desires to accept from Assignor the Acquired Intellectual Property.

NOW, THEREFORE, for good and valuable consideration provided for in the Asset Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Assignment.** Assignor hereby irrevocably sells, assigns, conveys, transfers, and delivers to Assignee, and Assignee hereby accepts, all of Assignor's entire, worldwide (for all jurisdictions throughout the world, including all countries and political entities) rights, title, and interests in and to the Acquired Intellectual Property, including without limitation any and all (a) rights under which an employee, inventor, author, or other person obtains any right or ownership of any of Intellectual Property; (b) rights of action and defense arising from any Acquired Intellectual Property, including all claims for damages by reason of present, past, and future infringement, misappropriation, violation, misuse, or breach of contract in respect of any Acquired Intellectual Property, and present, past, and future rights to sue and collect damages or seek injunctive relief for any such infringement, misappropriation, violation, misuse, or breach; and (c) income, royalties, and any other payments now and hereafter due and/or payable in respect of the foregoing, whereby all of the foregoing in each case is for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this IP Assignment had not been made.

2. **Complete Agreement.** Notwithstanding any other provisions of this IP Assignment to the contrary but subject to the terms of this Section 2, nothing contained in this IP Assignment shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge or in any way affect the provisions, including warranties, covenants, agreements, conditions, representations or, in general, any of the rights and remedies, or any of the obligations and indemnifications of Seller, Owners, or Purchaser set forth in the Asset Purchase Agreement. This IP Assignment is intended only to effect the assignment of the Acquired Intellectual Property pursuant to the Asset Purchase Agreement and shall be governed entirely in accordance with the terms and conditions of the Asset Purchase Agreement. Nothing contained in this IP Assignment is intended to provide any right or remedy to any person or entity, other than as provided in the

Asset Purchase Agreement. In the event of any conflict among the documents, the documents will control and prevail in the following order of precedence: the Asset Purchase Agreement, this IP Assignment, and any confirmatory assignment thereof.

3. **Governing Law.** This IP Assignment shall be governed by and construed in accordance with the Laws of the State of Delaware, without regard to the conflicts of law rules of such state.

4. **Successors and Assigns.** This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5. **Counterparts.** This IP Assignment may be executed in one or more counterparts and delivered via facsimile, pdf, or other electronic means, each of which shall be deemed an original as against the party that signed it and all of which shall together constitute one and the same agreement, and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party, it being understood that all parties need not sign the same counterpart.

6. **Further Assurances.** Assignor agrees that from time to time, at the reasonable request of Assignee and at Assignee's expense, Assignor shall, and shall cause its Affiliates, and their respective officers, directors and employees to, execute and deliver, such other documents and take such other actions as Assignee may reasonably request to effectuate Assignor's assignment, transfer, and conveyance of the Acquired Intellectual Property of this IP Assignment and the transactions contemplated by this IP Assignment.


(signatures appear on the following pages)

IN WITNESS WHEREOF, the parties hereto have caused this IP Assignment to be duly executed by their respective authorized officers to be effective as of the Effective Date.

ASSIGNOR:

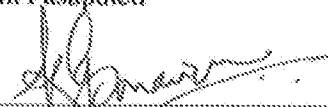
SELLER:

PLURALSOFT, INC.

By: 
Name: NARASIMHAM PASUPOLETI
Title: PRESIDENT

OWNERS:


Narasimham Pasupuleti


Krishnaswamy G. Subramanian


Sunil Kumar Boyini

IN WITNESS WHEREOF, the parties hereto have caused this IP Assignment to be duly executed by their respective authorized officers to be effective as of the Effective Date.

ASSIGNEE:

PROKARMA, INC.

A handwritten signature in black ink, appearing to read 'Manish Mehta', is written over a horizontal dotted line.

By: _____

Name: Manish Mehta

Title: Chief Operating Officer

SCHEDULE 1

TRADEMARKS

Trademark	App. No.	Filing Date	Reg. No.	Reg. Date	Country	Status	Current Owner
CAREQUOTIENT	85/693310	8/2/2012	4,308,988	3/26/13	United States	Active	PluralSoft, Inc.
PluralSoft	n/a	n/a	n/a	n/a	United States	Unregistered	PluralSoft, Inc.
Clinicio	n/a	n/a	n/a	n/a	United States	Unregistered	PluralSoft, Inc.

COPYRIGHTS

Copyright	Type of Work	Pub. Date	Reg. No.	Reg. Date	Country	Status	Current Owner
CLINICIO	Computer File	5/6/2004	TX0006204577	1/19/2005	United States	Active	Pluralsoft, LLC*

CareQuotient platform

software code of the CareQuotient platform

software modules of the CareQuotient platform

algorithms of the CareQuotient platform

Clinicio platform

software code of the Clinicio platform

software modules of the Clinicio platform

algorithms of the Clinicio platform

Ontos platform

software code of the Ontos platform

software modules of the Ontos platform

algorithms of the Ontos platform

DOMAINS

pluralsoft.com

pluralsoft.net

pluralsoftdemo.onmicrosoft.com