

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM467095

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Medical Simulation Corporation		12/19/2017	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Mentice AB		
<b>Street Address:</b>	ODINGGATAN 10		
<b>City:</b>	GOTHENBURG		
<b>State/Country:</b>	SWEDEN		
<b>Postal Code:</b>	SE-411 03		
<b>Entity Type:</b>	Corporation: SWEDEN		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	76313652	SIMANTHA	
<b>Serial Number:</b>	76313651	SIMANTHA	
<b>Serial Number:</b>	76143049	SIMSUITE	
<b>Serial Number:</b>	76219726	SIMSUITE	
<b>Serial Number:</b>	77521815	BEST PROGRAM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3032680065		
<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>			
<b>Phone:</b>	303-268-0066		
<b>Email:</b>	esalacinski@sbiplaw.com		
<b>Correspondent Name:</b>	Swanson & Bratschun, L.L.C.		
<b>Address Line 1:</b>	8210 Southpark Terrace		
<b>Address Line 4:</b>	Littleton, COLORADO 80120		
<b>NAME OF SUBMITTER:</b>	James L. Brown		
<b>SIGNATURE:</b>	/James L. Brown/		
<b>DATE SIGNED:</b>	03/26/2018		
<b>Total Attachments: 9</b>			
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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("IP Assignment"), dated as of December [19], 2017 is made by Medical Simulation Corporation, a Delaware corporation ("Seller") in favor of Mentice AB, a Swedish corporation ("Buyer").

WHEREAS, Buyer and Seller are parties to that certain Asset Purchase Agreement (the "Purchase Agreement") dated as of December 19, 2017 and entered into by and among Buyer and Seller; and

WHEREAS, under the terms of the Purchase Agreement, Seller has agreed to sell, assign, transfer, convey and deliver to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this IP Assignment, for recording with any and all governmental or other agencies or bodies in any applicable jurisdictions as may be necessary to complete, perfect and effectuate the assignment of the intellectual property described herein.

NOW THEREFORE, Seller agrees as follows:

1. Defined Terms. Capitalized terms used in this IP assignment that are not defined herein shall have the meanings assigned thereto by the terms of the Purchase Agreement.

2. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably sells, assigns, transfers, conveys, and delivers to Buyer all of Seller's right, title, and interest in and to the Intellectual Property, including but not limited to the following:

- (a) the domain names listed on Schedule 1 (the "Domain Names");
- (b) trademark registrations and applications and logos set forth on Schedule 2, and all renewals of any one or more of the foregoing (collectively, the "Trademarks");
- (c) patents and patent applications set forth on Schedule 3, and all renewals of any one or more of the foregoing (collectively, the "Patents");
- (d) copyrights set forth on Schedule 4, and all renewals of any one or more of the foregoing (collectively, the "Copyrights");
- (e) all rights of Seller under all Intellectual Property Agreements;
- (f) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
- (g) [any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing]; and
- (h) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse,

breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

3. Recordation and Further Actions.

(a) Seller hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this IP Assignment upon request by Buyer.

(b) Seller shall reasonably assist Buyer in transferring control of the Domain Names assigned herein to Buyer (or its designee or transferee), including authorizing the transfer of such Domain Names from Seller's (or Seller's Affiliate's) present registrar(s) or account(s) to Buyer's (or Buyer's designee's or transferee's) designated registrar or account.

(c) Following the date hereof, upon Buyer's reasonable request, and at Buyer's sole cost and expense, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Intellectual Property to Buyer, or any assignee or successor thereto.

4. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be modified, expanded or superseded hereby but shall remain in full force and effect to the full extent provided therein. Nothing in this IP Agreement is intended to modify, amend, or alter in any respect the rights and obligations of the parties under the Purchase Agreement, which will remain in full force and effect, notwithstanding the execution and delivery of this IP Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

5. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

6. 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.

7. Governing Law. This IP Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

**MEDICAL SIMULATION CORPORATION**

By: *Mary Beth Loesch*

Name: Mary Beth Loesch

Title: President and Chief Executive Officer

Schedule 1

DOMAIN NAMES

Domain Names

- simsuites.com
- simsuitetraining.com
- simsuiteeducation.com
- simsuiteedu.com
- simsuiteed.com
- simsuitecorp.com
- simsuitecenter.com
- simpatient.com

## Schedule 2

## TRADEMARKS AND LOGOS

## Trademarks

FILE NUMBER	TRADEMARK	COUNTRY	FILING DATE	APPLICATION NO.	REGISTRATION DATE	REGISTRATION	STATUS
0253.06-TM	SIMANTHA	United States of America	Sep 17, 2001	76313652	5/25/2004	2,845,521	Registered
0253.07-TM	SIMANTHA	United States of America	Sep 17, 2001	76313651	10/25/2005	3,009,068	Registered
0253.31-TM	BEST PROGRAM	United States of America	Jul 14, 2008	77521815	6/30/2009	3,649,012	Registered
	COMPASS	United States of America					Common Law Trademark Rights
	COMPASS AT	United States of America					Common Law Trademark Rights
	COMPASS 2	United States of America					Common Law Trademark Rights
0253.08-TM	SIMSUITE	United States of America	Oct 6, 2000	76143049	2/10/2004	2,813,399	Registered
0253.09-TM	SIMSUITE	United States of America	Mar 2, 2001	76219726	3/18/2003	2,698,469	Registered

## Logos



COMPASS™

COMPASS<sup>TM</sup> 2

COMPASS<sup>TM</sup> A.T.



## Schedule 3

## PATENTS

FILE NUMBER	TITLE	MATTER TYPE	COUNTRY	FILING DATE	APPLICATION NO.	ISSUE DATE	PATENT NO.	STATUS
0253.02 US	3D Visual Effect Creation System and Method	Utility - ORG	United States of America	Apr 15, 2005	11106917	Oct 21, 2008	7,441,206	Issued
0253.02 PCT	3D Visual Effect Creation System and Method	Utility - ORG	PCT	Jun 13, 2005	PCTUS0520566			Completed
0253.06 US	Distributive Processing Simulation Method and System for Training Healthcare Teams	Utility - ORG	United States of America	Mar 6, 2001	09800104	May 25, 2004	6,739,877	Issued
0253.05 US	Distributive Processing Simulation Method and System for Training Healthcare Teams	Utility - CON	United States of America	Feb 13, 2004	10778833	Jul 19, 2005	6,918,771	Issued
0253.05 PCT	Simulation Method and System for Training Healthcare Teams	Utility - ORG	PCT	Mar 6, 2002	PCTUS0206781			Completed
0253.03 US	Medical Simulation System and Method	Utility - ORG	United States of America	Apr 15, 2005	11107025	Nov 25, 2008	7,455,523	Issued
0253.03 PCT	Medical Simulation System and Method	Utility - ORG	PCT	Jun 13, 2005	PCTUS0520846			Completed
0253.03 US D2/C1	Medical Simulation System and Method	Utility - CON	United States of America	Oct 7, 2009	12575244	Nov 22, 2011	8,062,038	Issued

FILE NUMBER	TITLE	MATTER TYPE	COUNTRY	FILING DATE	APPLICATION NO.	ISSUE DATE	PATENT NO.	STATUS
0253.10-PR1	MEDICAL SIMULATION SYSTEM AND METHOD	Prov - ORG	United States of America	Jun 27, 2017	62525609			Pending
0253.10	Medical Simulation System and Method	Utility - ORG	United States of America					In Preparation

**Schedule 3**

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- Marketing and Sales Materials
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