

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM485287

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Telamon Enterprise Ventures, LLC		03/30/2018	Limited Liability Company: INDIANA
RECEIVING PARTY DATA			
Name:	TechServ Corporation		
Street Address:	4513 Lincoln Avenue		
City:	Lisle		
State/Country:	ILLINOIS		
Postal Code:	60532		
Entity Type:	Corporation: ILLINOIS		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	86257774	STATWATCH	
Serial Number:	86257765	STATWATCH	
Serial Number:	86257741	STATWATCH	
Serial Number:	86257731	STATWATCH	
CORRESPONDENCE DATA			
Fax Number:	3177133699		
<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:	3177133500		
Email:	efstrademarks@taftlaw.com		
Correspondent Name:	M. Zach Gordon		
Address Line 1:	One Indiana Square, Suite 3500		
Address Line 2:	c/o Taft Stettinius & Hollister LLP		
Address Line 4:	Indianapolis, INDIANA 46204		
NAME OF SUBMITTER:	M. Zach Gordon		
SIGNATURE:	/M. Zach Gordon/		
DATE SIGNED:	08/08/2018		
Total Attachments: 5			
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ASSIGNMENT OF INTELLECTUAL PROPERTY

This Assignment of Intellectual Property (the "Assignment"), dated as of March 30, 2018, is made and entered into by and between Telamon Enterprise Ventures, LLC, an Indiana limited liability company ("Assignor"), and TechServ Corporation, an Illinois corporation ("Assignee").

RECITALS

A. Assignor is the owner of certain intellectual property exclusively used or held for use by Assignor in the operation of the Medical Services Division of its Business, including, without limitation, inventions, designs, licenses, patents, patent applications, service marks, service mark applications, service names, trademarks, trademark applications, trade names, trade dress, trade secrets, copyrights, copyright applications and copyright registrations (collectively, the "Intellectual Property"); and

B. In accordance with that certain Asset Purchase Agreement by and between Assignor and Assignee dated the date hereof, Assignor desires to transfer the Intellectual Property to Assignee.

NOW; THEREFORE, in consideration of the foregoing, the mutual promises hereafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment.

1.1 General. Assignor assigns, conveys, and transfers unto Assignee Assignor's entire worldwide right, title, and interest in and to the Intellectual Property. **Schedule A** attached hereto sets forth the Intellectual Property that is registered with a governmental authority.

1.2 Patents. Without limiting the generality of **Section 1.1,**

(a) Assignor assigns, conveys, and transfers unto Assignee Assignor's entire worldwide right, title, and interest in and to the inventions and the subject matter disclosed in the patents and patent applications included in the Intellectual Property, and in and to all letters patent domestic or foreign issued or to be obtained thereon, all related reissues, divisions, continuations, continuations-in-part, revisions, extensions, reexaminations, and any patent application claiming priority to any of the aforementioned applications, including all rights and interests with priority rights under the Paris Convention for the Protection of Industrial Property, the International Patent Cooperative Union, European Patent Convention, Common Market Convention, or any other convention or Union for each country of said Convention or Union and all licenses related to any of the foregoing, as well as the right to recover for past infringement of such patents and any prior breach of such licenses.

(b) Assignor authorizes and requests the Commissioner of Patents of the United States Patent and Trademark Office and any similar governmental authority in a foreign jurisdiction to issue to Assignee, its successors and assigns, all letters patent domestic and foreign granted upon the subject matter transferred herewith.

1.3 Trademarks. Without limiting the generality of **Section 1.1,**

(a) Assignor assigns, conveys, and transfers unto Assignee Assignor's entire

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worldwide right, title, and interest in and to all domestic and foreign registrations and applications for registration of the trademarks, service marks, trade dress, and trade names included in the Intellectual Property, all domestic and foreign unregistered trademarks, service marks, trade dress, and trade names included in the Intellectual Property, all renewals and extensions of any of the foregoing, the right to recover for past infringement of any of the foregoing, the entire goodwill of the business associated with which is symbolized by the foregoing, and all licenses related to any of the foregoing (including the right to recover for any prior breach thereof).

(b) Assignor authorizes and requests the United States Patent and Trademark Office and any similar foreign or domestic governmental authority to transfer to Assignee, its successors and assigns, record ownership of such registrations and/or applications, and to issue to Assignee, its successors and assigns, all Certificates of Registration, foreign or domestic, arising from the applications.

1.4 Copyrights. Without limiting the generality of Section 1.1,

(a) Assignor assigns, conveys, and transfers unto Assignee Assignor's entire worldwide right, title, and interest in and to all domestic and foreign registrations and applications for registration of the copyrights included in the Intellectual Property, all unregistered copyrights included in the Intellectual Property, all rights to recover for past infringement of such copyrights, and all licenses related to any of the foregoing, including the right to recover for any prior breach thereof.

(b) Assignor hereby authorizes the United States Copyright Office and any similar foreign or domestic governmental authority to transfer to Assignee, its successors and assigns, record ownership of such copyrights and copyright applications, and to issue to Assignee, its successors and assigns, all Certificates of Registration, foreign or domestic, relating thereto.

2. Further Assurances.

Assignor and Assignee agree to execute such additional documents and to perform such additional tasks as are required to effectuate the terms of this Assignment, including without limitation, the execution and filing of any documents necessary to transfer to Assignee and its successors and assigns all of Assignor's rights in the Intellectual Property in the countries in which such Intellectual Property is protected.

3. Terms of the Purchase Agreement.

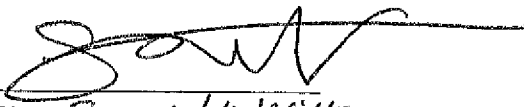
This Assignment is entered into in connection with the transactions contemplated by that certain Asset Purchase Agreement dated as of the date hereof, by and among Assignor and Assignee. The terms of the Asset Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Intellectual Property are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, this Assignment of Intellectual Property has been duly and validly executed by Assignor and Assignee effective as of the date first written above.


ASSIGNEE:

TechServ Corporation

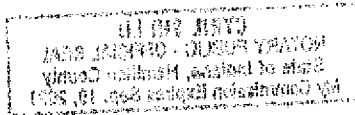
By: 
Name: Sunny Lu Williams
Title: PRESIDENT.

STATE OF INDIANA)
) SS
COUNTY OF MARION)

The foregoing instrument was acknowledged before me this 25th date of April 2018, by Chi-Shan Lu (Sunny Lu Williams) the President of TechServ Corporation, an Illinois corporation, on behalf of Assignee.



Notary Public



TRADEMARK

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IN WITNESS WHEREOF, this Assignment of Intellectual Property has been duly and validly executed by Assignor and Assignee effective as of the date first written above.

ASSIGNOR:

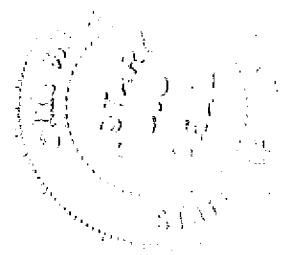
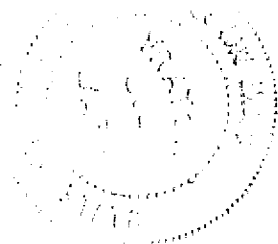
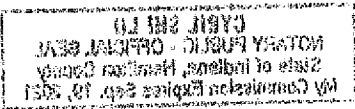
Telamon Enterprise Ventures, LLC

By: *[Signature]*
Name: ALBERT CHEN
Title:

STATE OF INDIANA)
) SS
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this 25th date of April 2018, by Albert Chen the Manager of Telamon Enterprise Ventures, LLC, an Indiana limited liability company, on behalf of Assignor.

[Signature]
Notary Public



SCHEDULE A
Intellectual Property

Item	Type	Descriptor
Statwatch Logo	Trademark	US Serial Number 86257774
Statwatch Wordmark	Trademark	US Serial Number 86257765
Statwatch Logo	Trademark	US Serial Number 86257741
Statwatch Wordmark	Trademark	US Serial Number 86257731
Statwatch Source Code	Source Code/Copyright	Source Code for the "Statwatch" application
Statwatch Web Domain	Domain Name	URL: https://stat-watch.com/