

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM485496

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cardiopulmonary Corp.		11/25/2015	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Bernoulli Enterprise, Inc.		
Street Address:	200 Cascade Boulevard		
City:	Milford		
State/Country:	CONNECTICUT		
Postal Code:	06460		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2692326	BERNOULLI	
CORRESPONDENCE DATA			
Fax Number:	617-261-31		
<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:	617-261-3224		
Email:	botrademarks@klgates.com		
Correspondent Name:	Phi Lan Tinsley		
Address Line 1:	1 Lincoln Street		
Address Line 2:	K&L Gates LLP		
Address Line 4:	Boston, MASSACHUSETTS 02111		
NAME OF SUBMITTER:	Phi Lan M. Tinsley		
SIGNATURE:	/Phi Lan M. Tinsley/		
DATE SIGNED:	08/09/2018		
Total Attachments: 6			
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CONTRIBUTION AGREEMENT

This Contribution Agreement (this "Agreement") is entered into as of November 25, 2015, by and between Cardiopulmonary Corp., a Delaware corporation ("Cardiopulmonary"), and Bernoulli Enterprise, Inc., a Delaware corporation ("NuCPC" or "Bernoulli").

RECITALS:

WHEREAS, Cardiopulmonary is the owner or licensor of the Contributed Assets (as hereinafter defined) used in, held for the benefit of, relating to and/or necessary for the operation of Cardiopulmonary's business known as the Bernoulli platform, an enterprise platform for health care organizations that collects patient data in real-time from medical devices, processes it for electronic medical record integration and analytics, and distributes it for clinical surveillance and remote alarm management (collectively, the "Business");

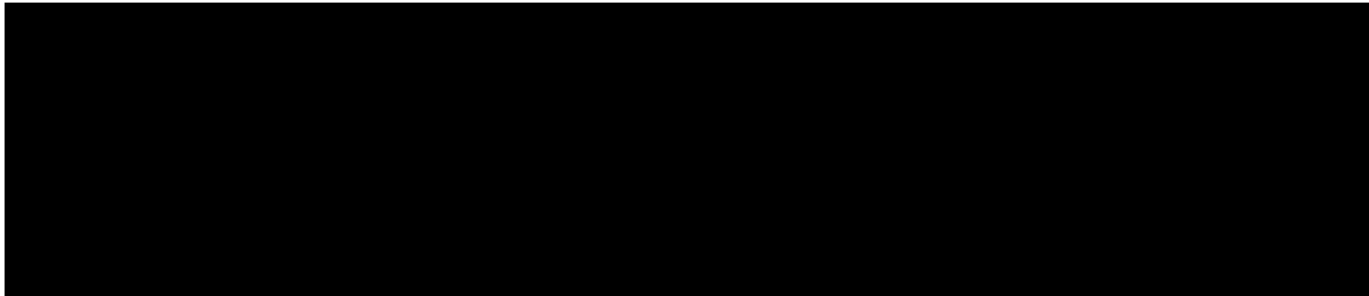
WHEREAS, Cardiopulmonary desires to contribute and assign to NuCPC, and NuCPC desires to accept and assume from Cardiopulmonary, the Contributed Assets in consideration of the issuance by NuCPC to Cardiopulmonary of a specified number of shares of NuCPC's Common Stock (the "Common Stock"), upon the terms and subject to the conditions set forth herein;

WHEREAS, in connection with the transfer of the Contributed Assets, Cardiopulmonary will terminate and NuCPC will employ certain of Cardiopulmonary's employees, who in turn will provide services to both Cardiopulmonary and NuCPC all as set forth in the Management Services Agreement (as hereinafter defined); and

WHEREAS, following the Closing (as hereinafter defined) of the transactions contemplated hereby, Cardiopulmonary shall distribute the NuCPC Shares (as hereinafter defined), to the holders of Cardiopulmonary's issued and outstanding capital stock, in proportion to their ownership of Cardiopulmonary common stock on an as-converted basis, as a dividend, in a transaction intended to qualify as a tax-free reorganization under Section 368(a)(1)(D) and Section 355 of the United States Internal Revenue Code of 1986, as amended (the "Spin-Off Transaction").

AGREEMENT:

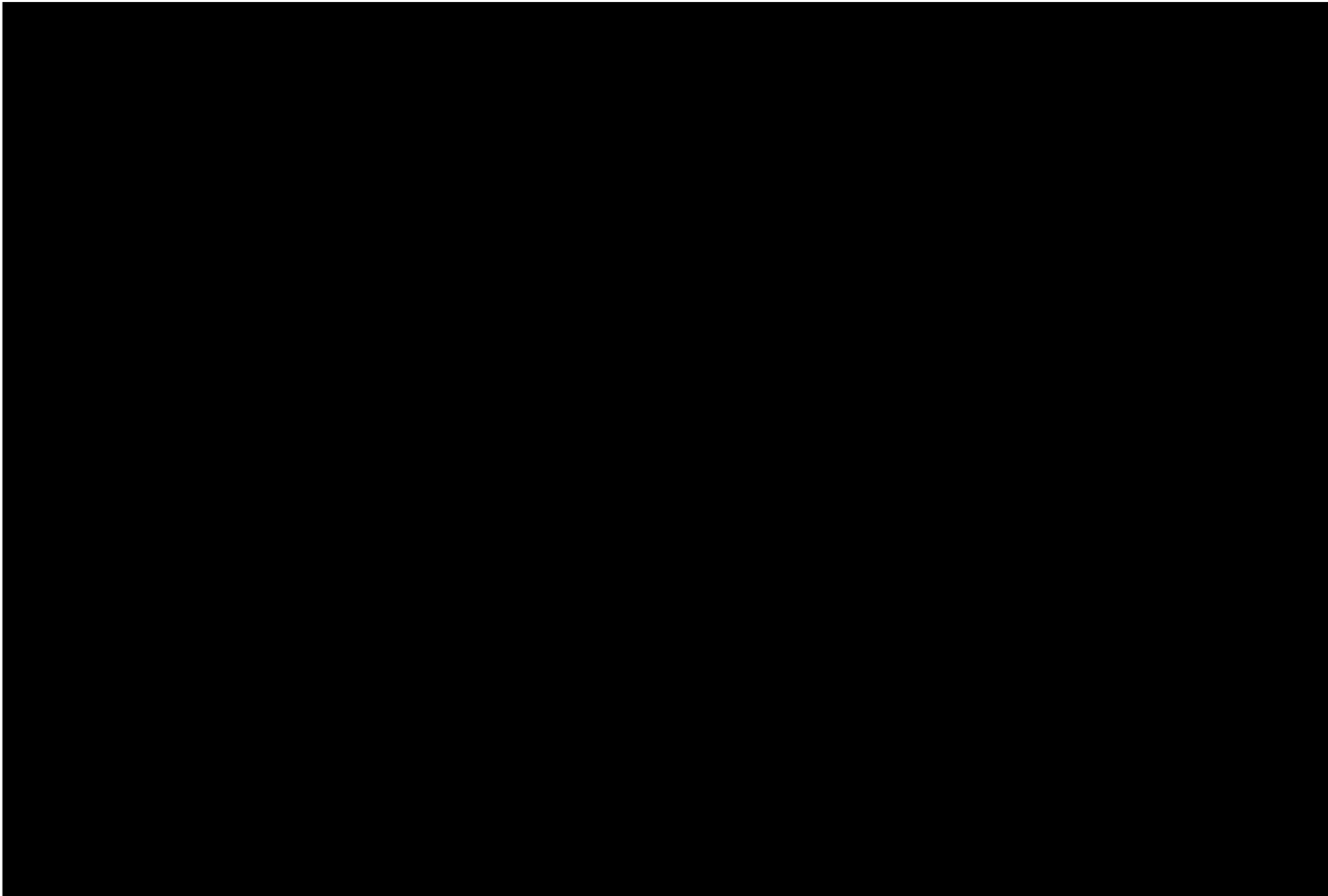
NOW, THEREFORE, in consideration of the foregoing recitals, the mutual promises set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this Agreement agree as follows:



1.2 Agreement to Contribute Assets and Grant Rights, Etc.

(a) Assets and Other Items to be Contributed and Rights to be Granted by Cardiopulmonary. Subject to the terms and conditions of this Agreement, on and effective as of the date of the Closing, Cardiopulmonary shall:

(i) sell, assign, transfer, convey and deliver to NuCPC all of Cardiopulmonary's right, title and interest in and to the assets, liabilities, rights and properties set forth on Schedule A hereto (the "Contributed Assets"), free and clear of all liens, encumbrances and security interests;



10.4 Notices. Except as may be otherwise provided herein, all notices, requests, waivers and other communications made pursuant to this Agreement shall be in writing and shall be conclusively deemed to have been duly given (a) when hand delivered to the other party; (b) three (3) business days after deposit in the U.S. mail with first class or certified mail receipt requested postage prepaid and addressed to the other party as set forth below; or (c) the next business day after deposit with a national overnight delivery service, postage prepaid, addressed to the parties as set forth below with next-business-day delivery guaranteed, provided that the sending party receives a confirmation of delivery from the delivery service provider.

To NuCPC:

Bernoulli Enterprise, Inc.
200 Cascade Boulevard
Milford, CT 06460
Attention: Chief Executive Officer

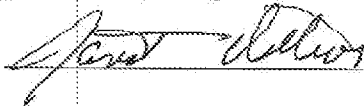
To Cardiopulmonary:

Cardiopulmonary Corp.
200 Cascade Boulevard
Milford, CT 06460
Attention: Chief Executive Officer

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year herein above first written.

CARDIOPULMONARY:

Cardiopulmonary Corp.

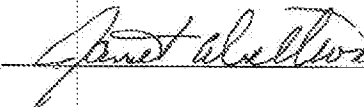
By:  _____

Name: Janet Dillione

Title: Chief Executive Officer

BERNOULLI:

Bernoulli Enterprise, Inc.

By:  _____

Name: Janet Dillione

Title: Chief Executive Officer

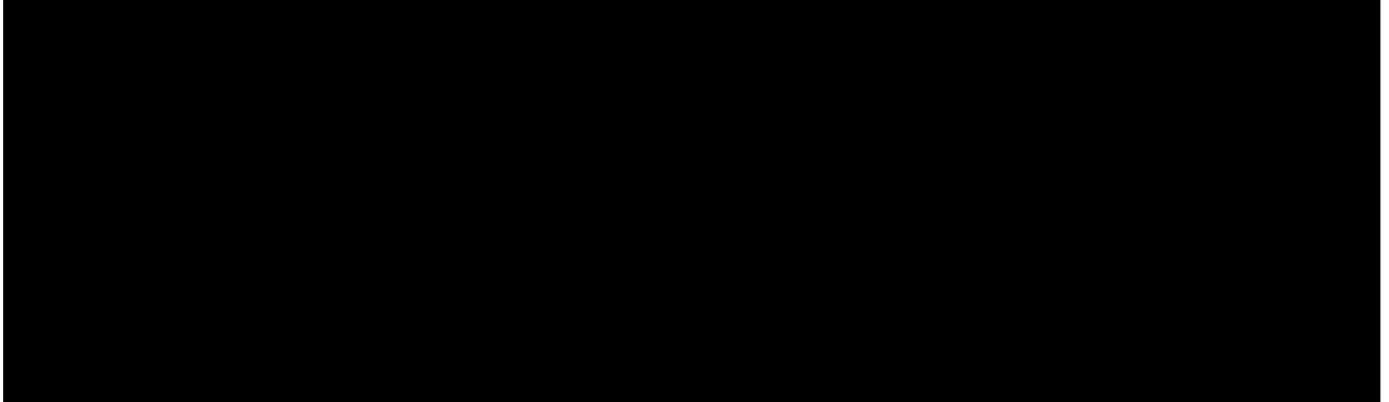
SCHEDULE A

Contributed Assets

“**Contributed Assets**” shall mean all of the following assets:

(A) All of the assets listed below on Schedule A-1, as well as all of the following related thereto: (i) any other intellectual property license agreements necessary to develop, manufacture, commercialize, administer, use or otherwise exploit such assets listed on Schedule A-1 (other than 3rd party software); (ii) all finished product inventories, work-in-process, product-in-transit inventories and other inventories; (iii) all licenses for third party software, real property and equipment leases, and other contracts; (iv) all furniture, fixtures, equipment, software and hardware; and (v) all existing trademark rights and related goodwill associated therewith necessary for marketing the Business;

SCHEDULE A-1



Trademarks

Registered marks

1. BERNOULLI (USPTO Registration No. 2,692,326)

