

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM481156

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	06/20/2018

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
AwarePoint Corporation		06/20/2018	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Clinical Patents, LLC
Street Address:	826 Newtown Yardley Road
City:	Newtown
State/Country:	PENNSYLVANIA
Postal Code:	18940
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Serial Number:	86648761	
Serial Number:	85528063	AWARESURGICAL
Serial Number:	77029583	AWAREPOINT
Serial Number:	77029617	AWAREPOINT
Serial Number:	77243812	SEARCHPOINT
Serial Number:	77243809	INFOPOINT
Serial Number:	77208097	
Serial Number:	77208094	
Serial Number:	77207885	

CORRESPONDENCE DATA

Fax Number: 5139778141

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.

Phone: 5139778527

Email: april.besl@dinsmore.com

Correspondent Name: April L. Besl

Address Line 1: 255 E. 5th Street, Suite 1900

Address Line 4: Cincinnati, OHIO 45202

OP \$240.00 86648761

NAME OF SUBMITTER:	April L Besl
SIGNATURE:	/april l besl/
DATE SIGNED:	07/10/2018
Total Attachments: 5 source=AwarePoint - Intellectual Property Assignment#page1.tif source=AwarePoint - Intellectual Property Assignment#page2.tif source=AwarePoint - Intellectual Property Assignment#page3.tif source=AwarePoint - Intellectual Property Assignment#page4.tif source=AwarePoint - Intellectual Property Assignment#page5.tif	

INTELLECTUAL PROPERTY

ASSIGNMENT

THIS ASSIGNMENT (the "Assignment") from **AwarePoint Corporation**, a Delaware corporation ("Assignor"), to **Clinical Patents, LLC**, a Delaware limited liability company ("Assignee"), is entered into as of June 20, 2018 (the "Effective Date").

WHEREAS, Assignee entered into a Loan and Security Agreement with Ares Capital Corporation dated September 5, 2014 ("Agreement") under which it offered its Intellectual Property (as defined in the Agreement) as collateral for the loan; and

WHEREAS, Assignee is desirous of acquiring the entire, right, title, and interest in and to said Intellectual Property from Assignor through the purchase of the loan from Ares Capital Corporation and subsequent foreclosure.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Assignor agrees as follows:

1. Copyrights. Effective immediately upon the execution of this Assignment, Assignor does hereby irrevocably sell, assign, and transfer to Assignee, its successors and assigns, its entire right, title and interest existing as of the date hereof in and to the following Intellectual Property:

a. any and all copyrights of Assignor and any registrations and copyright applications relating thereto and any renewals and extensions thereof (collectively referred to as the "Copyrights");

b. any and all rights to all works based upon, derived from, or incorporating the works covered by the Copyrights (collectively referred to as the "Copyright Derivative Rights");

c. any and all income, royalties, damages, claims and payments now or hereafter due or payable with respect to the Copyrights and Copyright Derivative Rights, and in and to all causes of action, either in law or in equity for past, present, or future infringement based on the Copyrights and Copyright Derivative Rights; and

d. any and all rights corresponding to the Copyrights and Copyright Derivative Rights throughout the world.

2. Trademarks. Effective immediately upon the execution of this Assignment, Assignor does hereby irrevocably sell, assign, and transfer to Assignee, its successors and assigns, their entire right, title and interest existing as of the date hereof in and to and under the following Intellectual Property, and the goodwill of the business symbolized thereby:

a. all trademarks, trade names, service marks, service names, and brand names (collectively referred to as "Trademarks");

b. any and all other rights, privileges and priorities of Assignor provided under United States, state or foreign law with respect to the Trademarks including without limitation common law rights, trade dress rights and rights under the laws of unfair competition and dilution (collectively referred to as "Trademark Related Rights");

c. any and all rights to sue at law or in equity for any infringement, imitation, impairment, distortion, dilution or other unauthorized use or conduct in derogation of the Trademarks and Trademark Related Rights occurring prior to or after the Effective Date, including the right to receive all proceeds and damages therefrom; and

d. any and all rights in and to obtain registrations, renewals or registration or other legal protections pertaining to the Trademarks and Trademark Related Rights.

3. Patents and Trade Secrets. Effective immediately, the Assignor does hereby sell, assign and transfer unto Assignee the following Intellectual Property:

a. any and all patentable subject matter contained in its Intellectual Property, know-how, trade secrets, and any other aspect of the business existing as of the date hereof; including without limitation, patents and patent applications and all goodwill associated therewith, and all continuations, continuations-in-part, divisionals, reexaminations, reissues, extensions, and foreign counterparts, as well as all patents or patent applications claiming priority from any of the foregoing, and the right to claim priority to any of the foregoing, including but not limited to those listed in Exhibit A, which is attached hereto and incorporated herein (the "Business").

b. any trade secrets or other matter that is not patentable in its Intellectual Property, know-how, trade secrets, and any other aspect of Assignor's Business and all rights thereunder, including the right to sue for past or future misappropriation or infringement thereof.

4. Further Acts. Assignor agrees to execute all papers and to perform such other proper acts as Assignee may reasonably deem necessary to secure to Assignee or to its designee the copyright, trademark, patent, trade secret and other intellectual property rights herein assigned.

5. Miscellaneous.

a. Headings. The headings in this Assignment are for convenience of reference only and shall not limit or otherwise affect any of the terms or provisions hereof.

b. Governing Law. This Assignment and the rights and obligations of the parties hereto shall be governed by and construed and enforced in accordance with the laws of the State of New York, without regard to New York's conflict of laws principles.

c. Assignability. This Agreement will inure to the benefit of and be binding upon the parties hereto and their respective successors, and assigns.

d. Capitalized Terms. Capitalized terms not otherwise defined herein shall have the same meaning as in the Agreement.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the undersigned has executed this instrument as of the date first written above.

ASSIGNOR:

AWAREPOINT CORPORATION

By: Emily Wilson
Name: EMILY WILSON
Title: SVP FINANCE

ASSIGNEE:

CLINICAL PATENTS, LLC,
a Delaware limited liability company

By: CenTrak Inc., a Delaware corporation,
Sole Member

By: _____
Name: Ari Naim
Title: President and Chief Executive Officer

IN WITNESS WHEREOF, the undersigned has executed this instrument as of the date first written above.

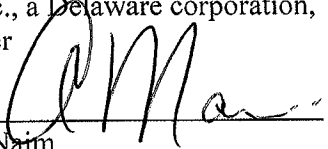
ASSIGNOR:

AWAREPOINT CORPORATION

By: _____
Name: _____
Title: _____

ASSIGNEE:

CLINICAL PATENTS, LLC,
a Delaware limited liability company

By: CenTrak Inc., a Delaware corporation,
Sole Member
By: 
Name: Ari Naim
Title: President and Chief Executive Officer