

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM492570

<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>
The Window Channel Inc.		07/20/2018	Corporation: WASHINGTON
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Sharecare, Inc.		
<b>Street Address:</b>	255 East Paces Ferry Road NE		
<b>Internal Address:</b>	Suite 700		
<b>City:</b>	Atlanta		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30305		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 11</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86644236	WINDOWCHANNELNETWORK	
<b>Serial Number:</b>	87221668	VENTANA CHANNEL	
<b>Serial Number:</b>	87221647	DREAMWELL CHANNEL	
<b>Serial Number:</b>	87221641	SLEEPWELL CHANNEL	
<b>Serial Number:</b>	87221652	KIDS WORLD	
<b>Serial Number:</b>	87221657	YOCALM CHANNEL	
<b>Serial Number:</b>	87221674	POSTCARD CHANNEL	
<b>Serial Number:</b>	87221644	SCENERY CHANNEL	
<b>Serial Number:</b>	87328526	VIDEO WALLPAPER	
<b>Serial Number:</b>	85859303	TRUE. REALITY. TELEVISION.	
<b>Serial Number:</b>	87729080	THE WINDOW CHANNEL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	4048851500		
<b>Email:</b>	tmatlanta@seyfarth.com		
<b>Correspondent Name:</b>	Joseph V. Myers III		
<b>Address Line 1:</b>	1075 Peachtree Street NE		
<b>TRADEMARK</b>			

CH \$290.00 86644236

**Address Line 2:** Suite 2500  
**Address Line 4:** Atlanta, GEORGIA 30309

**ATTORNEY DOCKET NUMBER:** 101234.000002

**NAME OF SUBMITTER:** F. Richard Rimer, Jr., Esq.

**SIGNATURE:** /frr/

**DATE SIGNED:** 10/03/2018

**Total Attachments: 12**

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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“**IP Assignment**”), dated as of July 20, 2018, is made by The Window Channel Inc., a Washington corporation (“**Seller**”), in favor of Sharecare, Inc., a Delaware corporation (“**Purchaser**”), the purchaser of certain assets of Seller pursuant to that certain Asset Purchase Agreement by and among Purchaser, Seller, and the other parties signatory thereto, dated as of the date hereof (the “**Asset Purchase Agreement**”).

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred, and assigned to Purchaser, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office, the United States Copyright Office and corresponding entities or agencies in any applicable jurisdictions;

WHEREAS, Seller owns certain trademarks, copyrights, patents, domain names, trade secrets, software (including source code), other copyrightable works and other intellectual property rights constituting Intellectual Property under the Asset Purchase Agreement including, but not limited to, those domain names described in Exhibit A-1, those digital assets, video and photo library, music and sound beds described in Exhibit A-2, and those trademarks described in Exhibit A-3, and all such exhibits are attached hereto and made a part hereof (the “**Assigned Intellectual Property**”); and

WHEREAS, pursuant to the terms of the Asset Purchase Agreement, Purchaser desires to purchase, acquire and accept from Seller all right, title and interest in and to the Assigned Intellectual Property.

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller does hereby irrevocably sell, assign, transfer and set over unto Purchaser all of Seller’s right, title and interest in and to the Assigned Intellectual Property and, including, with respect to Assigned Intellectual Property:
  - (a) all inventions (whether patentable or unpatentable and whether or not reduced to practice), all improvements thereto and all patents, patent applications, and patent disclosures, together with all reissuances, continuations, continuations-in-part, revisions, extensions, and reexaminations thereof;
  - (b) all trademarks, service marks, trade dress, logos, trade names, URL domain names and corporate names, together with all translations, adaptations, derivations, and combinations thereof and including all goodwill associated therewith, and all applications, registrations, and renewals in connection therewith;
  - (c) all software (including source code) and other copyrightable works, works of authorship and mask words, data, databases, data collections and related documentation, all copyrights, and all applications, registrations and renewals in connection therewith;
  - (d) all customer and subscriber lists;
  - (e) all trade secrets and confidential business information (including ideas, research and development, know-how, formulas, compositions, technical data, specifications, pricing and cost information, and business and marketing plans and proposals);

- (f) all rights in and to any of the foregoing, including the right to sue, recover damage, costs, and attorneys' fees for past and present infringement or misappropriation of any of the foregoing; and
  - (g) all rights corresponding thereto throughout the world, as fully and entirely as the same would have been held and enjoyed by such Seller had this Assignment and sale not been made.
2. Transfer Documents; Further Assurances. Seller further agrees that, when requested, Seller will, without demanding any further consideration therefor, do all lawful and just acts, including the execution and acknowledgement of instruments, that may be or become necessary for maintaining and perfecting Purchaser's right to the Assigned Intellectual Property and to render all necessary assistance in making application for and obtaining registration of the Assigned Intellectual Property with the U.S. Patent and Trademark Office or U.S. Copyright Office or of any and all foreign countries, and in enforcing any rights or choses in action accruing as a result of such applications or the Assigned Intellectual Property, by giving testimony in any proceedings or transactions involving such applications or the Assigned Intellectual Property, and by executing preliminary statements or other affidavits, it being understood that this Assignment and the foregoing covenants and agreements shall bind, and shall inure to the benefit of, the respective successors, assigns and legal representatives of Seller and Purchaser.
  3. Terms of the Asset Purchase Agreement. This Agreement is not intended to, and does not, in any manner enhance, diminish or otherwise modify the rights and obligations of Purchaser and Seller under the Asset Purchase Agreement. To the extent any conflict or inconsistency exists between this Agreement and the Asset Purchase Agreement, the provisions of the Asset Purchase Agreement shall control. This Agreement may not be changed, modified, discharged or terminated orally or in any manner other than by an agreement in writing signed by the parties hereto or their respective successors and assigns. This Agreement may be signed in counterparts, none of which shall be deemed to be binding and effective unless and until this Agreement has been effectively signed and delivered on behalf of each of Seller and Purchaser. For purposes of executing this Agreement, a facsimile or Portable Document Format (PDF) signature shall be given the same force and effect as an original signature.
  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. 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 regard to its principles of conflicts of law.
  6. Notices. All notices or communications required or permitted hereunder shall be made in accordance with the terms of the Asset Purchase Agreement.

[SIGNATURE PAGE FOLLOWS]

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

**SELLER:**

THE WINDOW CHANNEL INC.

By: 

Name: James Wilmer

Title: Secretary and Treasurer

**PURCHASER:**

SHARECARE, INC.

By: \_\_\_\_\_

Name: Colin Daniel

Title: SVP- Finance and HR

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

**SELLER:**

THE WINDOW CHANNEL INC.

By: \_\_\_\_\_

Name: James Wilmer

Title: Secretary and Treasurer

**PURCHASER:**

SHARECARE, INC.

By:  \_\_\_\_\_

Name: Colin Daniel

Title: SVP- Finance and HR

**EXHIBIT A-1**  
**DOMAIN NAMES**

This section contains a list of domain names that have been completely redacted with black bars. The bars vary in length and are arranged in a roughly vertical column, with some bars extending further to the right than others. The redaction covers the entire content of the table.

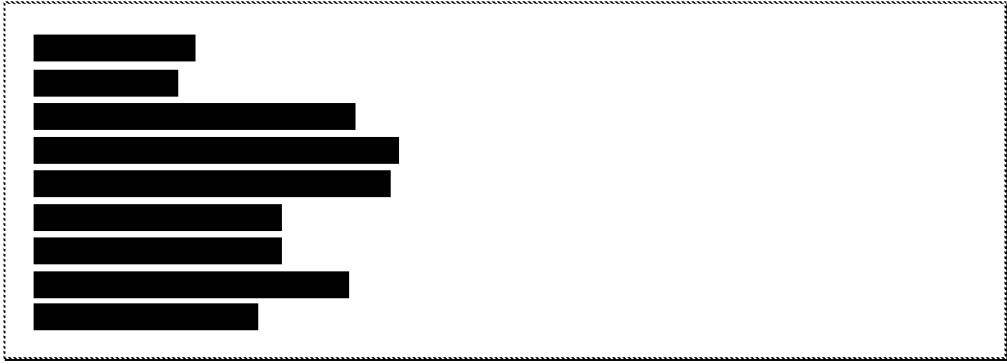
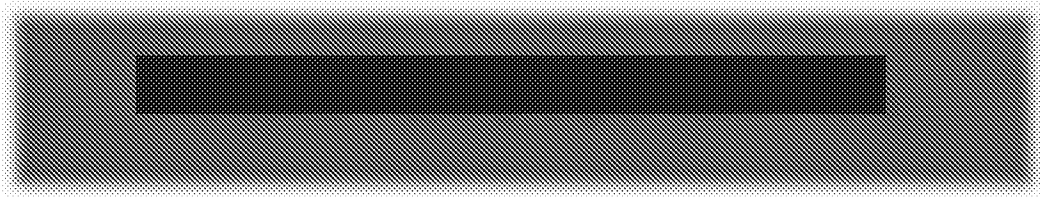


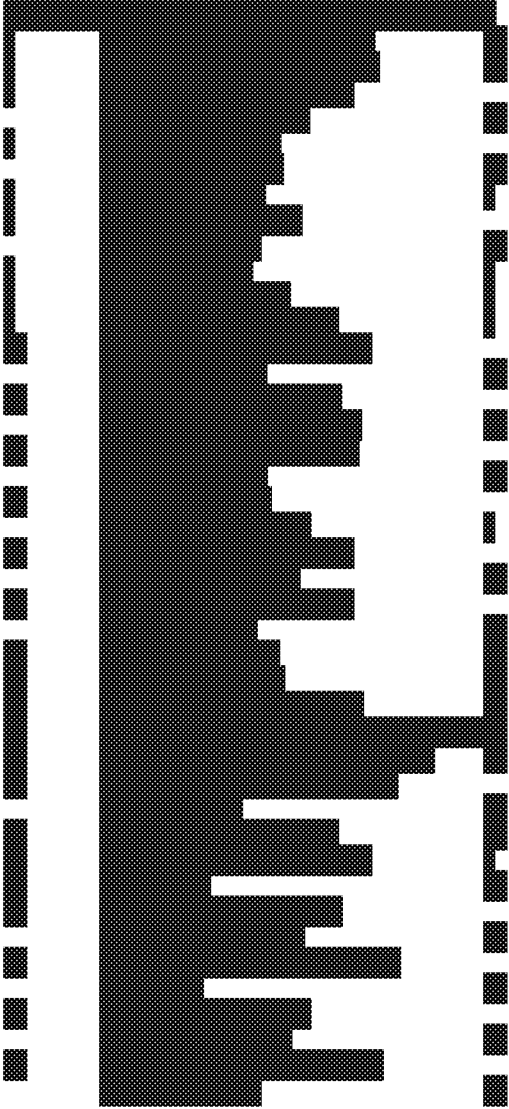
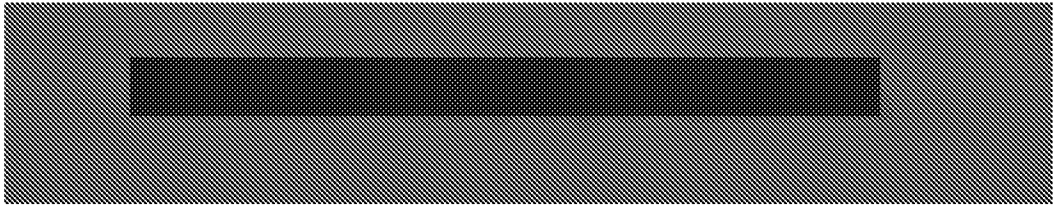


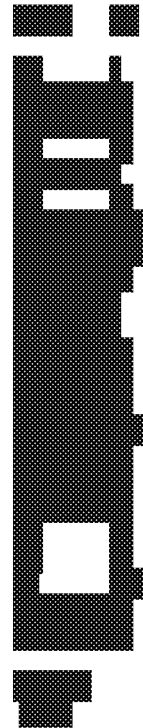
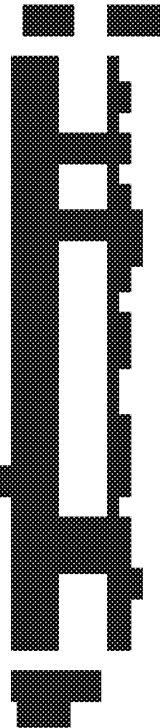
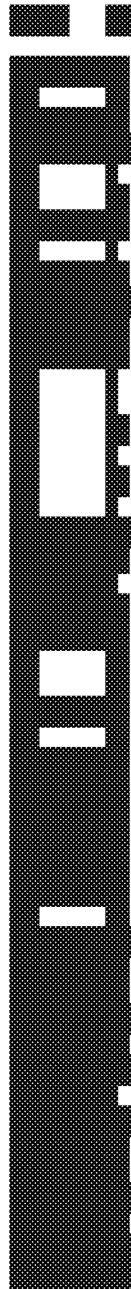
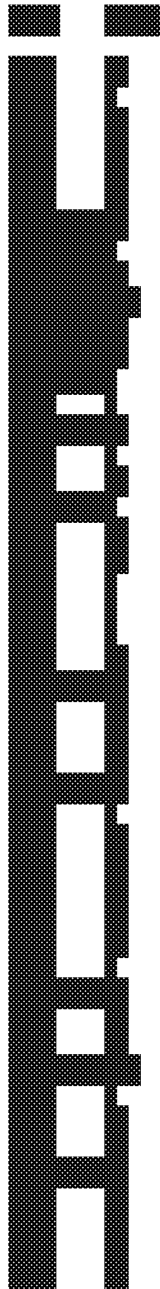
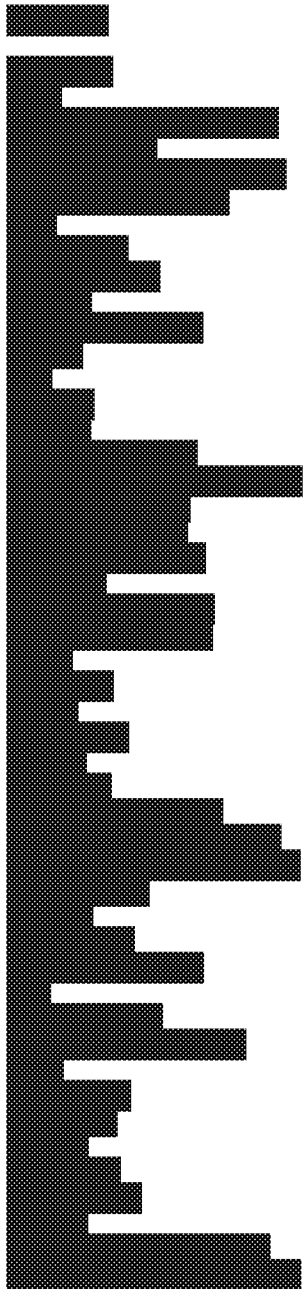
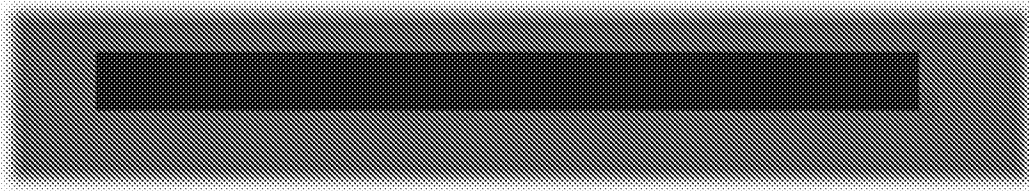
EXHIBIT A-2  
DIGITAL ASSETS

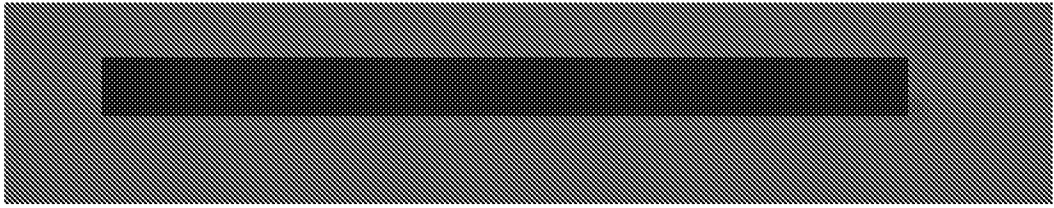




This total number of titles includes the 43 Sleepwell titles listed above  
Most Sleepwell programs have 1-hour versions







**EXHIBIT A-3**  
**TRADEMARKS**

TRADEMARKS OWNED BY THE WINDOW CHANNEL, INC.

THE WINDOW CHANNEL	Serial No.: 78-487,329
WINDOW CHANNEL NETWORK (name and design)	Serial No.: 86-644,236
VENTANA CHANNEL	Serial No.: 87-221,668
DREAMWELL CHANNEL	Serial No.: 87-221,647
SLEEPWELL CHANNEL	Serial No.: 87-221,641
KIDS WORLD	Serial No.: 87-221,652
YOCALM CHANNEL	Serial No.: 87-221,657
POSTCARD CHANNEL	Serial No.: 87-221,674
SCENERY CHANNEL	Serial No.: 87-221,644
VIDEO WALLPAPER	Serial No.: 87-328,526
TRUE. REALITY. TELEVISION.	Serial No.: 85-859,303