

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM502422

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Therapath LLC		03/30/2018	Limited Liability Company: NEW YORK
RECEIVING PARTY DATA			
Name:	Therapath Partners LLC		
Street Address:	545 West 45th Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	Limited Liability Company: NEW YORK		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4547186	T P THERAPATH NEUROPATHOLOGY	
Registration Number:	2851835	THERAPATH	
CORRESPONDENCE DATA			
Fax Number:	3128622200		
<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:	(312) 862-2000		
Email:	michelle.foy@kirkland.com		
Correspondent Name:	Michelle Foy, Kirkland & Ellis LLP		
Address Line 1:	300 North LaSalle		
Address Line 4:	Chicago, ILLINOIS 60654		
ATTORNEY DOCKET NUMBER:	44077-3		
NAME OF SUBMITTER:	Michelle Foy		
SIGNATURE:	/Michelle Foy/		
DATE SIGNED:	12/18/2018		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of March 30, 2018 ("Effective Date") by Therapath LLC, a New York limited liability company ("Assignor"), in favor of Therapath Partners LLC, a New York limited liability company ("Assignee"). Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Asset Purchase Agreement (as defined below).

WHEREAS, Assignee, together with Assignor and Sellers have entered into that certain Asset Purchase Agreement dated as of February 5, 2018 (as amended by that certain First Amendment to the Asset Purchase Agreement, dated as of March 30, 2018, and as further amended, supplemented, amended and restated or otherwise modified from time to time, the "Asset Purchase Agreement") pursuant to which Assignor and Sellers agreed to sell to Assignee, and Assignee agreed to purchase from Assignor and Sellers, certain assets of Assignor and Sellers;

WHEREAS, in connection with the transactions contemplated by the Asset Purchase Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire, all of Assignor's right, title and interest in, to and under all trademarks, service marks, trade names, slogans, logos, trade dress, designs, business names, Internet domain names, web sites and similar designations of source or origin, and all registrations and applications for registration related to any of the foregoing and all renewals thereof included in the Transferred Assets (as defined in the Asset Purchase Agreement), including, without limitation, the trademark registrations and applications for trademark registration set forth on Schedule A, together with the goodwill of the business associated with the foregoing (collectively, the "Marks").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree:

1. Assignment. Assignor hereby sells, conveys, assigns, transfers and sets over to Assignee effective as of the Effective Date, and Assignee hereby accepts, Assignor's entire right, title and interest in, to and under the Marks, together with the goodwill of Assignor's business associated therewith, for the United States and for all foreign countries, including, without limitation, the registrations and applications for registration set forth on Schedule A, any renewals and extensions of the registrations therefor, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all rights to collect income, royalties, damages, products, proceeds and payments due or payable as of the Effective Date or thereafter with respect to the foregoing, including all claims against third parties for past, present or future infringements or misappropriations thereof or other conflicts therewith, and the right to sue and recover for past, present or future infringements or misappropriations of or other conflicts with any of the foregoing, the right to recover damages or lost profits in connection therewith, and all other corresponding rights throughout the world.
2. Recordation. Assignor hereby request the Commissioner of Patents and Trademarks, and the applicable corresponding foreign or multi-national trademark offices, agencies or other entities, to record Assignee as the assignee and owner of the Marks.
3. Further Assurances. Assignor agrees to take such further action and to execute and deliver such additional instruments and documents as Assignee may reasonably request to carry out and fulfill the purposes and intent of this Assignment, in each case, at Assignee's sole cost and expense.

4. General.

(a) This Assignment may be executed in counterparts, each of which shall be deemed an original and all of which shall be deemed to constitute the same agreement. If any signature is delivered by email in PDF or similar electronic means, such signature shall create a valid and binding obligation of the party hereto executing (or on whose behalf the signature is executed) with the same force and effect as if such PDF signature were an original thereof.

(b) This Assignment (together with the Asset Purchase Agreement) constitutes the entire agreement of the parties and supersedes all prior and contemporaneous agreements and understandings, both written and oral, between the parties, or either of them, with respect to the subject matter hereof. This Assignment may be amended, modified or supplemented only by a written agreement signed by Assignor and Assignee.

(c) If any term, provision, covenant or condition of this Assignment, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Assignment and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.

(d) This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to the conflicts of law, principles or rules of such state, to the extent such principles or rules are not mandatorily applicable by statute and would permit or require the application of the laws of another jurisdiction.

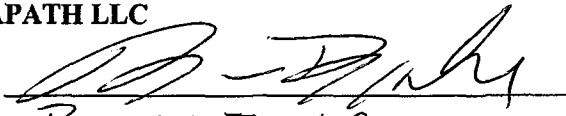
IN WITNESS WHEREOF, Assignor and Assignee have each caused this Assignment to be executed by their duly authorized representatives effective as of the Effective Date.

THERAPATH LLC

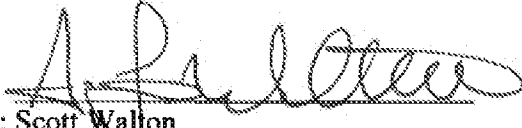
By:

Name:

Title:



Bruce Blake
Managing Director

THERAPATH PARTNERS LLC

By: 
Name: Scott Walton
Title: President

SCHEDULE A

Trademark Registrations and Applications

<u>Trademark</u>	<u>Owner</u>	<u>Serial Number</u>	<u>Registration Number</u>
 THERAPATH NEUROPATHOLOGY	Therapath, LLC	86085729	4547186
THERAPATH	Therapath, LLC	78112200	2851835