

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM497032

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Zephyr Health Inc.		10/02/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Anju Zephyr Health, LLC		
Street Address:	183 Madison Avenue, Suite 806		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10016		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4588102	ZEPHYR HEALTH	
Registration Number:	4982474	ZEPHYR ILLUMINATE	
CORRESPONDENCE DATA			
Fax Number:	6023826070		
<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:	602-382-6000		
Email:	sschahn@swlaw.com		
Correspondent Name:	Snell & Wilmer L.L.P.		
Address Line 1:	400 E. Van Buren St.		
Address Line 4:	Phoenix, ARIZONA 85004-2202		
ATTORNEY DOCKET NUMBER:	69181.00013		
NAME OF SUBMITTER:	Justin Powley		
SIGNATURE:	/Justin Powley/		
DATE SIGNED:	11/06/2018		
Total Attachments: 8			
source=Anju_Zephyr_IP_Assignment#page1.tif			
source=Anju_Zephyr_IP_Assignment#page2.tif			
source=Anju_Zephyr_IP_Assignment#page3.tif			
source=Anju_Zephyr_IP_Assignment#page4.tif			

CH \$65.00 4588102

source=Anju_Zephyr_IP_Assignment#page5.tif
source=Anju_Zephyr_IP_Assignment#page6.tif
source=Anju_Zephyr_IP_Assignment#page7.tif
source=Anju_Zephyr_IP_Assignment#page8.tif

ASSIGNMENT OF COMPANY INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF COMPANY INTELLECTUAL PROPERTY (this “Agreement”) is made as of October 2, 2018 by and between Zephyr Health Inc., a Delaware corporation (“Assignor”), and Anju Zephyr Health, LLC, a Delaware limited liability company (“Assignee”). Capitalized terms used but not otherwise defined herein have the meanings given to such terms in the Purchase Agreement (as defined below).

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of the date of this Agreement (the “Purchase Agreement”); and

WHEREAS, upon the terms and subject to the conditions of the Purchase Agreement, the Company has agreed to sell, convey, transfer, assign and deliver to Assignee, and Assignee has agreed to purchase from Company, all of Company’s right, title and interest in and to the Purchased Assets, in exchange for (i) the Consideration and (ii) the assumption by Assignee of the Assumed Liabilities.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements contained in the Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment. Upon the terms and subject to the conditions of the Purchase Agreement, Assignor hereby sells, assigns, transfers, conveys and delivers to Assignee all of Assignor’s right, title and interest in and to the Company Intellectual Property Rights, including, without limitation, the patents and patent applications and registrations set forth on Schedule A (including, without limitation, all (a) divisions, continuations, and continuations-in-part thereof, and all patents that may be granted thereon, (b) reexamination certificates and reissues thereof, (c) rights to claim priority on the basis of any of these patents, (d) applications that may be filed for or from these patents in any jurisdiction, and all patents and other rights that may be granted from such applications, and (e) the right to sue or otherwise seek injunctive relief or monetary damages for past, present and future (i) infringement, or (ii) other violations of the patents), the trademarks and trademark applications and registrations set forth on Schedule B (including, without limitation, the goodwill associated therewith and all common law rights associated therewith) and the domain names and domain name registrations set forth on Schedule C, together with the right to sue and collect for past, present and future infringement or other unauthorized use thereof, free and clear of all Liens. Upon Assignee’s request, Assignor will promptly take such actions, including, without limitation, the prompt execution and delivery of documents in recordable form, as may be reasonably necessary to vest, secure, perfect, protect or enforce the rights and interests of Assignee in and to the Company Intellectual Property Rights.

2. Conflict with the Purchase Agreement. This Agreement is made in accordance with and subject to the Purchase Agreement, which is incorporated herein by reference. In the event of an inconsistency or conflict between the terms and conditions of this Agreement and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall govern, supersede and control. Notwithstanding anything to the contrary in this Agreement or otherwise, nothing herein is intended to, nor shall it, extend, enlarge, modify,

amplify, or otherwise alter the representations, warranties, covenants or obligations of the parties contained in the Purchase Agreement or the survival or expiration thereof.

3. Enforceability. If any term or other provision of this Agreement is invalid, illegal or unenforceable under applicable Law, all other terms and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

4. Amendments. This Agreement may not be amended, restated, supplemented or otherwise modified, except by an instrument in writing signed by each party sought to be bound.

5. Counterparts and Electronic Signatures. This Agreement may be executed and delivered (including by facsimile, .pdf or similar electronic transmission) in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement with the same effect as if such signatures were on the same page. An electronic, facsimile or photocopied signature (which may be delivered by facsimile or electronic mail) shall be deemed to be the functional equivalent of an original for all purposes.

6. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Delaware without regard to the principles thereof or of any other jurisdiction relating to conflict of laws. Each party to this Agreement hereby (a) irrevocably consents to the exclusive jurisdiction and venue of the Delaware Chancery Court sitting in Wilmington, Delaware in connection with any matter based upon or arising out of this Agreement or the transactions contemplated hereby, (b) irrevocably agrees that process may be served upon them in any manner authorized by the laws of the State of Delaware for such persons and waives and agrees not to assert by way of motion, defense, or otherwise, any claim that it is not subject personally to the jurisdiction of such courts, and (c) irrevocably agrees that it will not institute any proceeding relation to this Agreement or the transactions contemplated hereby in any court other than such courts. Each party to this Agreement accepts for itself and in connection with its properties, generally and unconditionally, the exclusive jurisdiction and venue of the above-named courts and waives any defense of lack of personal jurisdiction or inconvenient forum or any similar defense, and irrevocably agrees to be bound by any non-appealable judgment rendered thereby in connection with this Agreement. EACH OF THE PARTIES HERETO WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ANY RIGHT IT MAY HAVE TO TRIAL BY JURY IN RESPECT OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION BASED ON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT.

7. No Third Party Beneficiaries. This Agreement shall be binding upon and inure solely to the benefit of the parties hereto and their respective permitted successors and assigns and nothing herein, whether express or implied, is intended to or shall confer upon any other

Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

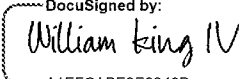
[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each party hereto has executed, or caused its duly authorized officer to execute, this Agreement as of the date first written above.

ASSIGNOR:

ZEPHYR HEALTH INC.

By:  _____
Name: William King, IV
Its: Chief Executive Officer

ASSIGNEE:

ANJU ZEPHYR HEALTH, LLC

By: _____
Name: Kurien Jacob
Its: Chief Executive Officer

IN WITNESS WHEREOF, each party hereto has executed, or caused its duly authorized officer to execute, this Agreement as of the date first written above.

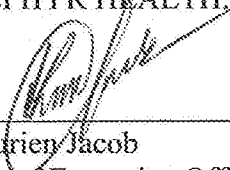
ASSIGNOR:

ZEPHYR HEALTH INC.

By: _____
Name: William King, IV
Its: Chief Executive Officer

ASSIGNEE:

ANJU ZEPHYR HEALTH, LLC

By:  _____
Name: Kurien Jacob
Its: Chief Executive Officer

SCHEDULE A

Patents

Title	Filing Type	Country	App. No./ Filing Date	Patent No./ Issue Date	Owner	Status
DATABASE ARCHITECTURE FOR STORING MULTI-STRUCTURED DATA	Non-Prov.	U.S.	14/203,160 03/10/2014	9,390,159 07/12/2016	Zephyr Health, Inc.	Issued; Security Interest to Triplepoint Capital LLC and Silicon Valley Bank
RECORD LINKAGE ALGORITHM FOR MULTI-STRUCTURED DATA	Non-Prov.	U.S.	14/203,205 03/10/2014	9,805,081 10/31/2017	Zephyr Health, Inc.	Issued; Security Interest to Triplepoint Capital LLC and Silicon Valley Bank
FILE RECOGNITION SYSTEM AND METHOD	Non-Prov.	U.S.	14/588,007 12/31/2014	9,928,284 03/27/2018	Zephyr Health, Inc.	Issued; Security Interest to Triplepoint Capital LLC and Silicon Valley Bank

SCHEDULE B

Trademarks

Trademark	App. No./ Filing Date	Reg. No./ Reg. Date	Owner	Status
ZEPHYR HEALTH	86/155,637 12/31/2013	4,588,102 08/19/2014	Zephyr Health Inc.	Registered; Security Interest to Silicon Valley Bank
ZEPHYR ILLUMINATE	86/770,916 09/28/2015	4,982,474 06/21/2016	Zephyr Health Inc	Registered; Security Interest to Triplepoint Capital LLC and Silicon Valley Bank

SCHEDULE B

Domain Names

1. betavis.com
2. betaviz.com
3. dfly2.com
4. dosesmart.com
5. standarddataco.com
6. standarddataco.info
7. standarddataco.net
8. standarddataco.org
9. zbigdata.com
10. zdataviz.com
11. zephyr-health.co
12. zephyr-health.com
13. zephyr-health.info
14. zephyr-health.net
15. zephyr-health.org
16. zephyr-intranet.com
17. zephyr.cloud
18. zephyrhealth.biz
19. zephyrhealth.cloud
20. zephyrhealth.co
21. zephyrhealth.com
22. zephyrhealth.info
23. zephyrhealth.org
24. zephyrhealth.us
25. zephyrhealthinc.co
26. zephyrhealthinc.com
27. zephyrhealthinc.info
28. zephyrhealthinc.net
29. zephyrhealthinc.org
30. zephyrilluminate.com
31. zephyrilluminate.info
32. zephyrilluminate.net
33. zephyrilluminate.org
34. zhealthinc.com
35. zinsights.com
36. zephyrcrm.com