

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM515142

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ENTITY CONVERSION		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Odyssey Science Innovations, LLC		03/22/2017	Limited Liability Company: OREGON
RECEIVING PARTY DATA			
Name:	Provata Health, Inc.		
Street Address:	415 NW 13th Ave.		
City:	Portland		
State/Country:	OREGON		
Postal Code:	97209		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4944195	LEARN IDENTIFY ACT	
Registration Number:	4817640	HEALTHY TEAM HEALTHY U	
CORRESPONDENCE DATA			
Fax Number:	2156894934		
<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:	215-979-1191		
Email:	nkmclaughlin@duanemorris.com		
Correspondent Name:	Nicole K. McLaughlin, Duane Morris LLP		
Address Line 1:	30 South 17th Street		
Address Line 4:	PHILADELPHIA, PENNSYLVANIA 19103-4196		
ATTORNEY DOCKET NUMBER:	G3574-00005		
NAME OF SUBMITTER:	Nicole K. McLaughlin		
SIGNATURE:	/Nicole K. McLaughlin/		
DATE SIGNED:	03/20/2019		
Total Attachments: 10			
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Articles of Conversion - Business Entities

Secretary of State - Corporation Division - 255 Capitol St. NE, Suite 151 - Salem, OR 97310-1327 - http://www.FilingInOregon.com - Phone: (503) 986-2200

FILED

MAR 23 2017

OREGON SECRETARY OF STATE

REGISTRY NUMBER: 637006-95

In accordance with Oregon Revised Statute 192.410-192.490, the information on this application is public record. We must release this information to all parties upon request and it will be posted on our website.

For office use only

Please Type or Print Legibly in Black Ink. Attach Additional Sheet if Necessary.

- 1. Name of Business Entity Prior to Conversion: Odyssey Science Innovations, LLC
- 2. Type of Business Entity Prior to Conversion: Domestic Limited Liability Company
- 3. Name of Business Entity After Conversion: Provata Health, Inc.
- 4. Type of Business Entity After Conversion: Foreign Business Corporation
- 5. Will the converted entity have continued existence in Oregon? Yes No
- 6. If no, where will the jurisdiction be? Delaware

7. Select one of the following:

- A copy of the plan of conversion is attached.
- Address where the plan of conversion is on file.

Address _____

City _____ State _____ Zip Code _____


A copy will be provided upon request to any owner, member or shareholder at no cost. Each party (as specified by the statute) to the conversion obtained authorization and approval in accordance with the statutes that govern the business entity.

8. Provide additional information required for new entity type. (Required)

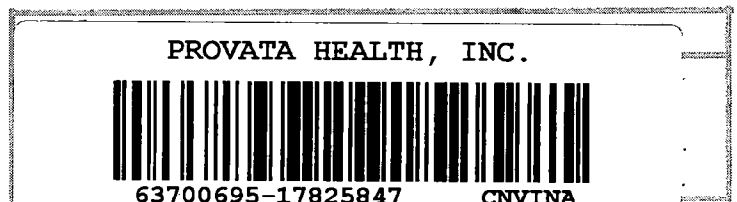
9. Execution:

(Must be signed by an officer or director for a corporation, a member or manager for a limited liability company, a general partner for a limited partnership, or a partner for a limited liability partnership.)

By my signature, I declare as an authorized authority, that this filing has been examined by me and is, to the best of my knowledge and belief, true, correct, and complete. Making false statements in this document is against the law and may be penalized by fines, imprisonment or both.

Signature:  Printed Name: Alex Goldberg Title: Manager

CONTACT NAME: (To resolve questions with this filing)
Shiva Mirzanian
 PHONE NUMBER: (Include area code)
206-389-4533



PLAN OF CONVERSION

This Plan of Conversion (the "**Plan of Conversion**") is made and adopted effective as of March 22, 2017 to convert Odyssey Science Innovations, LLC, an Oregon limited liability company (the "**Company**"), into Provata Health, Inc., a Delaware corporation (the "**Corporation**"), pursuant to Section 265 of the Delaware General Corporation Law (the "**DGCL**") and Section 60.472 of the Oregon Revised Statutes (the "**Code**").

RECITALS

A. The Company was formed on October 13, 2009 by the filing of a certificate of formation with the Secretary of State of the State of Oregon and is currently governed by the Amended and Restated Operating Agreement (as amended from time to time, the "**Operating Agreement**").

B. The persons and entities listed on Exhibit A hold 100% of the membership interests of the Company (the "**Members**").

E. Conversion of a Delaware limited liability company into a Delaware corporation is permitted under Section 265 of the DGCL and Section 60.472 of the Code.

F. In accordance with Section 9.2.1 of the Operating Agreement and Section 60.472(1)(c) of the Code, (i) the Manager (as defined in the Operating Agreement) and (ii) Members holding at least a Majority in Interest of the Members (as defined in the Operating Agreement) of the Company believe that it is in the best interests of the Company and its Members that the Company be converted into a Delaware corporation (the "**Conversion**").

NOW, THEREFORE, in consideration of the premises and of the mutual agreements hereinafter contained, it is hereby agreed by and among the parties hereto as follows:

1. Approval; Conversion. In accordance with Section 265(h) of the DGCL, Section 60.472(1)(c) of the Code and Section 9.2.1 of the Operating Agreement, (i) the Manager and (ii) Members holding at least a Majority in Interest of the Members have approved the Conversion in accordance with the terms of this Plan of Conversion and applicable law. On the Effective Date (as defined below), the Company shall convert into the Corporation.

2. Terms and Conditions of Conversion.

(a) The Conversion shall become effective on the date (the "**Effective Date**") on which (i) the Certificate of Conversion, in the form attached hereto as Exhibit B, the Certificate of Incorporation, in the form attached hereto as Exhibit C (the "**Certificate of Incorporation**"), are filed with the Delaware Secretary of State, and (ii) the Articles of Conversion, in the form attached hereto as Exhibit D (the "**Articles of Conversion**") are filed with the Oregon Secretary of State.

(b) All outstanding membership interests of the Company shall be automatically converted into shares of the Corporation's capital stock (the "**Shares**"), having the

rights, preferences and privileges described in the Certificate of Incorporation, as provided in Section 5 below.

3. Certificate of Incorporation; Operating Agreement. Upon the Effective Date, (i) the Articles of Conversion shall be filed with the Oregon Secretary of State and (ii) the Certificate of Incorporation shall be filed with the Delaware Secretary of State at the time of the filing of the Certificate of Conversion. Immediately following the filing of the Certificate of Incorporation, the Operating Agreement of the Company and all rights thereunder shall be terminated.

4. Directors; Bylaws. The initial directors of the Corporation shall be Alex Goldberg and Aaron Goldberg (the "**Directors**"), each to serve until his successor is duly elected and qualified or until his earlier resignation or removal. Immediately following the Effective Date, the Directors shall adopt bylaws of the Corporation in the form attached hereto as Exhibit E (the "**Bylaws**") and shall appoint officers of the Corporation, to serve until their successors are duly elected and qualified or until their earlier resignation or removal.

5. Manner and Basis of Converting Interests in the Company.

(a) Conversion of Member Interests. Upon the Effective Date, each one (1) Interest (as defined in the Operating Agreement) outstanding immediately prior to the Effective Date shall be converted automatically, without any action on the part of the Members, into thirty-six thousand (36,000) shares of Common Stock, par value \$0.00001 per share, of the Corporation (the "**Common Stock**")

(b) Fractional Shares. No fractions of a Share will be issued in the Conversion and in the event of any such fraction, the total number of Shares of a particular class or series a Member is entitled to receive shall be rounded down to the nearest whole Share. The particular conversion of each Member's membership interests in the Company into Shares is set forth on Exhibit F hereto.

(c) Legends. Promptly following the Effective Date, the Corporation will issue certificates representing the Shares to the Members, which certificates shall be stamped or otherwise imprinted with legends substantially in the following form (in addition to any other legends required by any agreement between the Corporation and the Members or by applicable law):

THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR UNDER THE SECURITIES LAWS OF CERTAIN STATES. THESE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE ACT AND APPLICABLE STATE SECURITIES LAWS, PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM.

(d) Exempted Share Issuance. The Shares deemed issued pursuant to this Plan of Conversion are intended to be issued pursuant to a "private placement" exemption or other exemptions from registration under Section 4(2) of the Securities Act of 1933, as amended

(the "*Securities Act*"), and/or Regulation D promulgated under the Securities Act and exemptions from qualification under applicable federal or state securities laws. It is intended that the Corporation shall comply with all applicable provisions of, and rules under, the Securities Act and applicable state securities laws in connection with the offering and issuance of the Shares pursuant to this Plan of Conversion. Such Shares will be "restricted securities" under the federal and state securities laws and cannot be offered or resold except pursuant to registration under the Securities Act or an available exemption from registration.

6. Effect of Conversion. Upon the Effective Date, the Corporation shall, for all purposes of the DGCL, be deemed to be the same entity as the Company. All of the rights, privileges and powers of the Company, and all property (real, personal and mixed) and all debts due to the Company, as well as all other things and causes of action belonging to the Company, shall remain vested in the Corporation and shall be the property of the Corporation and the title to any real property vested by deed or otherwise in the Company shall not revert or be in any way impaired by reason of the Conversion. All rights of creditors and all liens upon any property of the Company shall be preserved unimpaired, and all debts, liabilities and duties of the Company shall remain attached to the Corporation, and may be enforced against it to the same extent as if said debts, liabilities and duties had originally been incurred or contracted by the Corporation. The rights, privileges, powers and interests in property of the Company, as well as the debts, liabilities and duties of the Company, shall not be deemed, as a consequence of the Conversion, to have been transferred to the Corporation for any purposes of the laws of the State of Delaware.

7. Release and Acknowledgement. Each Member hereby releases (and covenants not to sue) the Company (including the Corporation or any successor), and each of its affiliates and current and former managers, stockholders, directors, officers, agents, employees, attorneys, consultants, professional advisors, and each other Member (collectively, the "*Company Released Parties*") from any and all obligations, demands, actions, causes of action, suits, counterclaims, set-offs, defenses, controversies, acts and omissions, liabilities, costs, damages, expenses (including, without limitation, attorneys' fees), or losses of any type whatsoever and any other claims relating to or in connection with the Conversion (including, without limitation, any adverse tax effects relating to the Conversion, and any costs to defend any tax positions associated with the Conversion), both in law and in equity, known or unknown, suspected or unsuspected, which Member has, may have or ever had against the Company Released Parties.

With full awareness and understanding, each Member hereby waives all rights that this provision or any comparable provision under any state or federal law may give to such Member as well as under any other statute or common law principles of similar effect. The releases set forth in this Section 7 shall apply fully to claims that such Member does not presently know or suspect to exist at this time. Each Member understands that the facts with respect to which this Section 7 is given may hereafter prove to be different from the facts now known or believed by him or her, and each Member hereby accepts and assumes the risk thereof and agrees that this Section 7 shall be and shall remain, in all respects, effective and not subject to termination or rescission by reason of any such difference in facts. The releases herein shall be construed broadly as general releases. Each Member acknowledges and agrees that this Section 7 will be binding upon and inure to the benefit of (i) the heirs, executors and legal representatives of the undersigned Member upon the undersigned Member's death, and (ii) any successor of the Company. Any

such successor of the Company will be deemed substituted for the Company under the terms of this Section 7 for purposes of enforcing the Company's rights hereunder.

8. Representations and Warranties of Members. Each Member represents and warrants to the Corporation as follows:

(a) Authorization. Each Member has full legal capacity, power and authority to execute and deliver this Plan of Conversion and to consummate the transactions contemplated hereby. This Plan of Conversion, when executed and delivered by each Member will constitute valid and legally binding obligations of each Member, enforceable in accordance with its terms, except (i) as limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws, and (ii) as limited by laws relating to the availability of specific performance, injunctive relief or other equitable remedies.

(b) Governmental Approvals. No consent, approval, order or authorization of, or registration, declaration or filing with any governmental entity, domestic or foreign, is required by or, with respect to such Member, in connection with the execution and delivery of this Plan of Conversion by such Member or the consummation by such Member of the transactions contemplated hereby.

(c) No Registration. Such Member understands that the Shares have not been, and will not be, registered under the Securities Act, by reason of a specific exemption from the registration provisions of the Securities Act, the availability of which depends upon, among other things, the bona fide nature of the investment intent and the accuracy of such Member's representations as expressed herein or otherwise made pursuant hereto.

(d) Rule 144. Such Member acknowledges that the Shares must be held indefinitely unless subsequently registered under the Securities Act or an exemption from such registration is available. Such Member is aware of the provisions of Rule 144 promulgated under the Securities Act which permit resale of shares purchased in a private placement subject to the satisfaction of certain conditions, which may include, among other things, the availability of certain current public information about the Corporation; the resale occurring not less than a specified period after a party has purchased and paid for the security to be sold; the number of shares being sold during any three-month period not exceeding specified limitations; the sale being effected through a "brokers' transaction," a transaction directly with a "market maker" or a "riskless principal transaction" (as those terms are defined in the Securities Act or the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder); and the filing of a Form 144 notice, if applicable. Such Member understands that the current public information referred to above is not now available and the Corporation has no present plans to make such information available. Such Member acknowledges and understands that the Corporation may not be satisfying the current public information requirement of Rule 144 at the time such Member wishes to sell the Shares, and that, in such event, such Member may be precluded from selling such securities under Rule 144, even if the other applicable requirements of Rule 144 have been satisfied. Such Member acknowledges that, in the event the applicable requirements of Rule 144 are not met, registration under the Securities Act or an exemption from registration will be required for any disposition of the Shares. Such Member understands that, although Rule 144 is not exclusive, the Securities and Exchange Commission has expressed its

opinion that persons proposing to sell restricted securities received in a private offering other than in a registered offering or pursuant to Rule 144 will have a substantial burden of proof in establishing that an exemption from registration is available for such offers or sales and that such persons and the brokers who participate in the transactions do so at their own risk.

(e) Each Member agrees and acknowledges that the equity interests of such Member in the Company set forth opposite such Member's name on Exhibit A hereto represent such Member's entire equity interest, both now-existing and committed by the Company for future equity issuances, with and in the Company as of the date hereof. Each Member hereby agrees and acknowledges that, except as set forth on Exhibit A hereto, such Member has no rights or entitlements with respect to any outstanding or proposed equity award or interest in or from the Company, including but not limited to, any right to purchase shares of the Company's equity securities arising out of any oral or written representation regarding a right to purchase securities, pursuant to an offer letter, employment agreement, or otherwise. Each Member further acknowledges and agrees that, except as set forth on Exhibit F hereto, as applicable, such Member has no rights to acquire and no interest in any shares or other equity securities of the Corporation either pursuant to this Plan of Conversion or otherwise.

(f) Each Member agrees and acknowledges that (i) such Member will enter into a Stock Restriction Agreement with the Corporation, in the form attached hereto as Exhibit G-1 or Exhibit G-2, with such changes as may be reasonably requested by the Corporation and (ii) any obligations of or covenants made by the Company set forth in an equity agreement between the Company and such Member (including, without limitation, rights to receive financial statements, observer rights and preemptive rights) shall terminate upon the Conversion and shall not be continuing obligations or covenants of the Corporation.

9. U.S. Federal Income Tax Consequences. The Conversion has been structured to be treated, for U.S. federal income tax purposes, as if the Members transferred all of the Company's assets (which the Members are considered to hold directly for U.S. federal income tax purposes) to the Corporation for Shares of the Corporation's stock and the assumption of all of the Company's liabilities (which are considered for U.S. federal income tax purposes to be the liabilities of the Members) pursuant to an exchange described in Section 351 of the Internal Revenue Code of 1986, as amended. The Members are relying solely on its own tax advisors, if any, and not on any statements or representations of the Company or the Corporation or any of the Company's or the Corporation's advisors or agents for advice with respect to the transactions contemplated by this Plan of Conversion.

10. Amendment or Termination. This Plan of Conversion may be amended or terminated and the Conversion may be abandoned at any time prior to the Effective Date, notwithstanding any requisite prior approval and adoption of this Plan of Conversion, with the approval of (i) the Manager and (ii) Members holding at least a Majority in Interest of the Members. If this Plan of Conversion is terminated, no party or their respective officers, directors, shareholders, members or authorized representatives shall have any liability of any nature whatsoever under this Plan of Conversion. To the extent that any provision of this Plan of Conversion conflicts with any provision(s) of the Operating Agreement, as amended, this Plan of Conversion hereby amends and supersedes the Operating Agreement, as amended.

11. Capitalized Terms. Capitalized terms used and not defined herein shall have the meanings assigned to such terms in the Operating Agreement.

12. No Third Party Beneficiaries. This Plan of Conversion shall not confer any rights or remedies upon any person or entity other than the parties hereto and their respective successors and permitted assigns.

13. Governing Law. This Plan of Conversion shall be governed by and construed under the laws of the State of Delaware as applied to agreements among Delaware residents entered into and to be performed entirely within Delaware.

[Signature Page Follows]

IN WITNESS WHEREOF, this Plan of Conversion has been adopted by the Company and the Members effective as the date first written above.

ODYSSEY SCIENCE INNOVATIONS, LLC

By: 

Name: Alex Goldberg

Title: Manager

IN WITNESS WHEREOF, this Plan of Conversion has been adopted by the Company and the Members effective as the date first written above.

LINN GOLDBERG



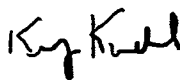
[SIGNATURE PAGE TO PLAN OF CONVERSION]

TRADEMARK

REF: 006596 FRAME: 0194

IN WITNESS WHEREOF, this Plan of Conversion has been adopted by the Company and the Members effective as the date first written above.

KERRY KUEHL



[SIGNATURE PAGE TO PLAN OF CONVERSION]

RECORDED: 03/20/2019

TRADEMARK

REEL: 006596 FRAME: 0195