

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM516940

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Coreva Health Science LLC		03/29/2019	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Core Scientific North America, Inc.		
Street Address:	2985 E. Hillcrest Drive		
Internal Address:	Suite 205		
City:	Westlake Village		
State/Country:	CALIFORNIA		
Postal Code:	91362		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3798445	ABC GAUZE ADVANCED BLEEDING CONTROL	
Registration Number:	3127587	ACTCEL ADVANCED BLEEDING CONTROL	
CORRESPONDENCE DATA			
Fax Number:	7039426758		
<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:	7036390683		
Email:	tmdocket@protoraelaw.com		
Correspondent Name:	David C. Johnson		
Address Line 1:	1921 Gallows Road		
Address Line 2:	Suite 950		
Address Line 4:	Tysons, VIRGINIA 22182		
ATTORNEY DOCKET NUMBER:	9082.002		
NAME OF SUBMITTER:	David C. Johnson		
SIGNATURE:	/David C. Johnson/		
DATE SIGNED:	04/02/2019		
Total Attachments: 2			
source=2019 03 29 CSC Coreva TM Assignment Agreement (executed)#page1.tif			

CH \$65.00 3798445

ASSIGNMENT AGREEMENT

This Assignment Agreement (the "Assignment Agreement") is made and entered into as of March 29, 2019 (the "Effective Date") by and between Core Scientific North America, Inc., a Delaware corporation with its principal place of business at 2985 E. Hillcrest Drive, Suite 205, Westlake Village, CA 91362 ("Core Scientific") and Coreva Health Science LLC, a California limited liability company with its principal place of business at 2985 E. Hillcrest Drive, Suite 205, Westlake Village, CA 91362 ("Coreva").

BACKGROUND

A. Coreva is the owner of all right, title, and interest in U.S. Trademark Registration No. 3,798,445 for ABC GAUZE ADVANCED BLEEDING CONTROL in International Class 05 and common law rights and goodwill in such mark in the United States (the "-445 Trademark");

B. Coreva is the owner of all right, title, and interest in U.S. Trademark Registration No. 3,127,587 for



(Literal Element: ACTCEL ADVANCED BLEEDING CONTROL) in International Class 05, and common law rights and goodwill in such mark in the United States (the "-587 Trademark");

C. Core Scientific desires to acquire Coreva's Intellectual Property Rights, as defined below, in the -445 Trademark and the -587 Trademark (collectively, the "ABC Marks"); and,

D. In connection with that acquisition, Coreva and Core Scientific desire to enter into this Assignment Agreement to assign those Intellectual Property Rights, as defined below, to Core Scientific.

TERMS OF AGREEMENT

In consideration of this Background and the mutual covenants contained in this Assignment Agreement, the accompanying agreements relating to the acquisition of the Intellectual Property Rights, and for other good and valuable consideration, the sufficiency and receipt of which is acknowledged, Coreva and Core Scientific agree as follows:

1. "Intellectual Property Rights" means (i) U.S. Trademark Registration No. 3,798,445 for ABC GAUZE ADVANCED BLEEDING CONTROL in International Class 05; (ii) U.S. Trademark Registration No. 3,127,587 for



(Literal Element: ACTCEL ADVANCED BLEEDING CONTROL) in International Class 05; and, (ii) all common law rights and goodwill in the ABC Marks in the United States.

2. Coreva assigns and transfers to Core Scientific any and all past and future rights, title, and interest in and to the Intellectual Property Rights, together with the good will of the business symbolized by those Intellectual Property Rights within the United States, including the right to file additional trademark applications, the right to license, sublicense, and assign the Intellectual Property Rights, and the right to sue for past and future infringement of the Intellectual Property Rights and obtain past and future damages from any infringement. This assignment and transfer shall occur on the Effective Date of this Assignment Agreement.

3. Coreva agrees to sign all necessary papers and do all lawful acts reasonably required in connection with the transfer, recordation, prosecution, assignment, enforcement, and disclaimer of rights to the Intellectual Property Rights, at the expense of Core Scientific or its successors and assigns.

WHEREFORE, the parties have executed this Agreement, intending to be bound, as of the Effective Date of this Assignment Agreement.

COREVA HEALTH SCIENCE LLC

CORE SCIENTIFIC NORTH AMERICA, INC.

By: [Signature]
Name: Michael cacalier
Title: Investor

By: [Signature]
Name: CraigBluth
Title: VP Strategic Partnerships