

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM518659

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Assignment of Trademark and Domain Name		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Maxim Healthcare Services, Inc.		04/08/2019	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Orbis Clinical, LLC		
<b>Street Address:</b>	100 Unicorn Park Drive, 2nd Floor		
<b>City:</b>	Worburn		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	01801		
<b>Entity Type:</b>	Limited Liability Company: MASSACHUSETTS		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3908633	ORBIS CLINICAL	
<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>	4157336165		
<b>Email:</b>	awexner@goodwinlaw.com		
<b>Correspondent Name:</b>	Annelise Wexner		
<b>Address Line 1:</b>	3 Embarcadero Center, Floor 28		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94111		
<b>NAME OF SUBMITTER:</b>	Annelise Wexner		
<b>SIGNATURE:</b>	/s/Annelise Wexner		
<b>DATE SIGNED:</b>	04/11/2019		
<b>Total Attachments: 5</b>			
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OP \$40.00 3908633

## ASSIGNMENT OF TRADEMARK AND DOMAIN NAME

**THIS ASSIGNMENT OF TRADEMARK AND DOMAIN NAME** (this “Assignment”) is effective as of April 8, 2019, from Maxim Healthcare Services, Inc., a Maryland corporation (“Assignor”), to Orbis Clinical, LLC, a Massachusetts limited liability company (“Assignee”).

### RECITALS

**WHEREAS**, Assignor is the registered owner or otherwise controls the trademark set forth in Exhibit A (the “Trademark”) and domain name set forth in Exhibit B (the “Domain Name” and, collectively with the Trademark, the “Intellectual Property”); and

**WHEREAS**, Assignee desires to obtain ownership of and control of the Intellectual Property, and Assignor desires to transfer ownership and control of the Intellectual Property to Assignee.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor agrees as follows:

1. Assignment of Trademark. Assignor hereby irrevocably assigns, transfers and conveys to Assignee, all right, title and interest that Assignor may have in and to the Trademark, together with the goodwill of the business associated therewith and all common law and statutory right, title and interest in and to the Trademark, all rights of use, registration, maintenance, renewal and protection thereof, and all rights of recovery and of legal action for past infringements and of opposition, interference and/or cancellation proceedings for protection of the Trademark throughout the world. Assignor hereby authorizes Assignee, its successors and assigns to the fullest extent permitted by applicable law, to file in its own name applications for trademark and service mark registration in connection with the Trademark, and to secure in its own name the registrations granted thereon.

2. Assignment of Domain Name. Assignor hereby irrevocably assigns, transfers and conveys to Assignee, all right, title and interest that Assignor may have in and to the Domain Name, including, without limitation, the current registration thereof and any other rights Assignor may have in the Domain Name, including any goodwill associated therewith.

3. Further Cooperation. Assignor shall cooperate with Assignee and follow Assignee’s reasonable instructions in order to effectuate this Assignment, which may include, without limitation, executing and transmitting any necessary documentation and/or electronic instructions to the registrar of the Domain Name, and/or to correspond, as may be reasonably requested by Assignee, with the registrar to authorize the transfer of the Domain Name to Assignee.

4. Entire Agreement. This Assignment is the entire agreement between the parties with respect to the Intellectual Property hereby assigned, and incorporates all prior agreements and understandings of the parties hereto.

5. Counterparts. This Assignment may be executed and delivered (including by facsimile transmission or electronic mail in portable document format) in any number of counterparts, each of which shall be deemed to be an original, and all of which together will constitute one and the same instrument.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Assignment as of the date first written above.

**ASSIGNOR:**

MAXIM HEALTHCARE SERVICES, INC.

By:   
Name: William Butz  
Title: Chief Executive Officer

ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ )  
  )SS.  
  )  
COUNTY OF \_\_\_\_\_

On the 4 day of April, 2019, before me personally appeared William Butz, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he/she executed the same in his/her authorized capacity as the Chief Executive Officer of Maxim Healthcare Services, Inc., a Maryland corporation, and acknowledged the instrument to be the free act and deed of Maxim Healthcare Services, Inc., a Maryland corporation, for the uses and purposes mentioned in the instrument.

Notary Public  
Printed Name:

My Commission Expires: 3-17-2021

**Cynthia Jones  
Notary Public - Maryland  
Howard County  
My Commission Expires 03-17-2021**

[Signature Page to Assignment of Trademark and Domain Name]

ASSIGNEE:

ORBIS CLINICAL, LLC

By: *[Signature]*  
Name: Raymond Carbone  
Title: Chief Financial Officer

ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ )  
 )SS.  
 )

COUNTY OF \_\_\_\_\_

On the 4 day of April, 2019, before me personally appeared Raymond Carbone, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he/she executed the same in his/her authorized capacity as the Chief Financial Officer of Orbis Clinical, LLC, a Massachusetts limited liability company, and acknowledged the instrument to be the free act and deed of Orbis Clinical, LLC, a Massachusetts limited liability company, for the uses and purposes mentioned in the instrument.

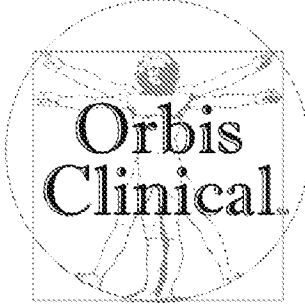
*[Signature]*  
Notary Public  
Printed Name:

My Commission Expires: 3/17/2021

**Cynthia Jones**  
**Notary Public - Maryland**  
**Howard County**  
**My Commission Expires 03-17-2021**

**EXHIBIT A**

**Trademark**

<b>Trademark</b>	<b>Registration Number</b>	<b>First Use</b>	<b>Registered</b>	<b>Mark</b>	<b>Description</b>
Orbis Clinical	3908633	05/02/2009	01/18/2011		Logo

**EXHIBIT B**

**Domain Name**

<b>Domain Name</b>	<b>Registrar</b>	<b>Registration Date</b>	<b>Expiration Date</b>
www.orbisclinical.com	Tucows Domains Inc.	04/19/2004	04/19/2022