

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM533167

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PARO Decision Support, LLC		05/17/2019	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	ZirMed Inc.		
Street Address:	888 West Market Street		
Internal Address:	Suite 400		
City:	Louisville		
State/Country:	KENTUCKY		
Postal Code:	40202		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4160814	PARO	
Registration Number:	3166945	PARO	
CORRESPONDENCE DATA			
Fax Number:	4043659532		
<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:	4042337700		
Email:	mmccaskill@mmmlaw.com		
Correspondent Name:	Daniel E. Sineway		
Address Line 1:	3343 Peachtree Road NE		
Address Line 2:	1600 Atlanta Financial center		
Address Line 4:	Atlanta, GEORGIA 30326		
ATTORNEY DOCKET NUMBER:	10785-131736		
NAME OF SUBMITTER:	Montrell McCaskill		
SIGNATURE:	/Montrell McCaskill/		
DATE SIGNED:	07/23/2019		
Total Attachments: 7			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “Agreement”) is made as of May 17, 2019 by and between PARO Decision Support, LLC, a West Virginia limited liability company (“Assignor”), and ZirMed Inc., a Delaware corporation (“Assignee” and together with Assignor, the “Parties”). Except as otherwise defined herein or in any schedule attached hereto, capitalized terms used herein shall have the same meanings as set forth in the Asset Purchase Agreement dated as of May 17, 2019 (the “Asset Purchase Agreement”), by and among Assignor, Assignee and Neil Smithson.

RECITALS

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement, pursuant to which Assignee has agreed to purchase all rights, title and interests in and to the Purchased Assets; and

WHEREAS, pursuant to the Asset Purchase Agreement, Assignor agreed to sell, convey, transfer, assign and deliver to Assignee, all of Assignor’s rights, title and interests in and to the Purchased Proprietary Rights, free and clear of all Liens.

NOW, THEREFORE, in consideration of the above Recitals and in exchange for the Purchase Price, as set forth in the Asset Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignor hereby sells, conveys, transfers, assigns and delivers to Assignee all of Assignor’s rights, title and interests in and to the following, free and clear of all Liens:

(a) the Purchased Proprietary Rights in accordance with the Asset Purchase Agreement, along with any and all registrations and applications for the Purchased Proprietary Rights and any renewals and extensions of registrations or applications thereof that may be secured under any applicable law now or hereafter in effect, including but not limited to the Purchased Proprietary Rights identified on Schedule 1 and Schedule 2 attached hereto;

(b) all goodwill of any business associated and connected with the Purchased Proprietary Rights or symbolized thereby; and

(c) the right to bring suit and recover damages for past, present and future infringement, dilution, misappropriation or violation of any Purchased Proprietary Rights everywhere in the world.

2. Assignor will provide to Assignee, its successors, assigns and other legal representatives, reasonable cooperation and assistance (including the execution and delivery of any and all affidavits, declarations, oaths and other documentation, and the delivery of any and all samples, exhibits, specimens and the like in the control of Assignor upon Assignee’s request and at Assignee’s sole expense): (a) in the preparation and prosecution of any applications for registration or any applications for renewal of registrations covering the Purchased Proprietary Rights; and (b) in the implementation and perfection of this Agreement.

3. Assignor will cooperate to the extent reasonably necessary for Assignee to make

any and all required filings to effectuate the assignment and transfer of the Purchased Proprietary Rights to Assignee.

4. In relation to the domain names identified on Schedule 1 hereto, Assignor agrees to cooperate with Assignee to take all actions and provide to Assignee all items reasonably necessary to initiate and complete the electronic transfer process from Assignor's account to Assignee's account, including, without limitation, providing Assignee with the applicable transfer authorization codes to allow Assignee to initiate the process for and effect the online transfer. Assignee shall initiate the transfer of the domain names from Assignor to Assignee with Assignee's registrar of choice. Within ten (10) Business Days of Assignor's receipt of a transfer authorization request on behalf of Assignee, Assignor shall authorize such transfer of the domain names to Assignee. Assignor hereby authorizes and requests the applicable registration authority to transfer the domain names from Assignor to Assignee.

5. This Agreement is being delivered in connection with and subject to the Asset Purchase Agreement, and, to the extent of any conflict between this Agreement and the Asset Purchase Agreement, the Asset Purchase Agreement shall govern and control.

6. Nothing contained in this Agreement is intended to provide any right, interest or remedy to any Person, other than Assignor and Assignee.

7. This Agreement, the negotiation, terms and performance of this Agreement, the rights of the Parties under this Agreement, and all Actions arising under or in connection with this Agreement, will be governed by and construed in accordance with the domestic substantive laws of the State of Delaware, without giving effect to any choice or conflict of law provision or rule that would cause the application of the Laws of any other jurisdiction.

8. If any provision of this Agreement (or any portion thereof) or the application of any such provision (or any portion thereof) to any Person or circumstance shall be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof (or the remaining portion thereof) or the application of such provision to any other Persons or circumstances. It is understood by the Parties that any finding of invalidity of one assignment as effected hereby shall not affect the assignment of other Purchased Proprietary Rights assigned to Assignee hereunder.

9. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile or other electronic transmission (e-mail) in portable document format (.pdf) shall constitute effective execution and delivery of this Agreement as to the Parties hereto and may be used in lieu of the original Agreement for all purposes. Signatures of the Parties transmitted by facsimile or other electronic transmission (e-mail) in portable document format (.pdf) shall be deemed to be their original signature for all purposes. Each Party hereby agrees that this Agreement may be executed and entered into electronically and that any electronic signature (as defined below), whether digital or encrypted, used by any Party is intended to authenticate this Agreement and to have the same legal force and effect as a manual signature.


For purposes of this Section 9, the term “electronic signature” means any electronic symbol, designation or process attached to or logically associated with an agreement, document, instrument, record or contract and adopted by a Party with the intent to sign such agreement, document, instrument, record or contract.

10. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW THAT CANNOT BE WAIVED, THE PARTIES HERETO HEREBY WAIVE, AND COVENANT THAT THEY SHALL NOT ASSERT (WHETHER AS PLAINTIFF, DEFENDANT OR OTHERWISE), ANY RIGHT TO TRIAL BY JURY IN ANY ACTION ARISING IN WHOLE OR IN PART UNDER, OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE NEGOTIATION, TERMS OR PERFORMANCE HEREOF, WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE. THE PARTIES HERETO AGREE THAT EITHER OF THEM MAY FILE A COPY OF THIS SECTION 10 WITH ANY COURT OF COMPETENT JURISDICTION AS WRITTEN EVIDENCE OF THE KNOWING, VOLUNTARY AND BARGAINED-FOR AGREEMENT BETWEEN THE PARTIES HERETO. THE PARTIES HERETO FURTHER AGREE TO IRREVOCABLY WAIVE THEIR RIGHT TO A TRIAL BY JURY IN ANY ACTION AND ANY SUCH ACTION SHALL INSTEAD BE TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE SITTING WITHOUT A JURY.

(Remainder of Page Left Intentionally Blank – Signature Pages Follow)

The parties to this Agreement have caused it to be executed and delivered as of the date first written above.

PARO Decision Support, LLC,
a West Virginia limited liability company

By: 

Name: Neil A. Smithson

Title: Managing Member

ZirMed Inc.,
a Delaware corporation

By:

Name: Steve Oreskovich

Title: Chief Financial Officer

The parties to this Agreement have caused it to be executed and delivered as of the date first written above.


PARO Decision Support, LLC,
a West Virginia limited liability company

By: _____

Name:

Title:

ZirMed Inc.,
a Delaware corporation

By:  _____

Name: Steve Oreskovich

Title: Chief Financial Officer

SCHEDULE 1

Trademark Registrations and Applications

TRADEMARK	APPLICATION NO.	REGISTRATION NO.	APPLICATION DATE
PARO	85451861	4160814	10/20/2011
PARO	78683235	3166945	8/2/2005

SCHEDULE 2

Domain Names

www.paroscore.com
Batch.paroscore.net
Beta.paroscore.com
www.paroscore.net
www.paroteamworks.com

Proprietary Software

All the programs and code associated with the operation of batch processing and real-time processing for PARO Decision Support related charity screening and propensity to pay including work flow segmentation, together with all relevant user guides and documentation, including, but not limited to, the following:

- SFTP configurations
- SFTP automation code
- Real-time code for operation of www.paroscore.com
- XML machine-to-machine code for direct interfaces
- Pre-processing programs related to batch client intake files
- Post-processing programs related to batch client output files
- Algorithm calculations for Federal Poverty Level, Best Call List rank, and presumptive charity rules for client applications
- Macros related to client calibrations of historical data
- Historical odds tables from client data
- Calibration history files