

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM544989

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
3DR Laboratories, LLC		10/07/2019	Limited Liability Company: KENTUCKY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	3DR LABS II, LLC		
<b>Street Address:</b>	1941 BISHOP LANE, SUITE 807		
<b>City:</b>	Louisville		
<b>State/Country:</b>	KENTUCKY		
<b>Postal Code:</b>	40218		
<b>Entity Type:</b>	Limited Liability Company: KENTUCKY		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3585981	3DR	
<b>Registration Number:</b>	3649676	3DR	
<b>Registration Number:</b>	3649677	3DR	
<b>Registration Number:</b>	3579317	3DR	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	5136516981		
<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>	5136516800		
<b>Email:</b>	trademarks@fbtlaw.com		
<b>Correspondent Name:</b>	Matthew Delaney c/o Frost Brown Todd LLC		
<b>Address Line 1:</b>	3300 Great American Twr., 301 E. 4th St.		
<b>Address Line 4:</b>	Cincinnati, OHIO 45202		
<b>NAME OF SUBMITTER:</b>	Matthew D. Delaney		
<b>SIGNATURE:</b>	/Matthew D. Delaney/		
<b>DATE SIGNED:</b>	10/14/2019		
<b>Total Attachments: 4</b>			
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## ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT ("Assignment and Assumption Agreement") is dated as of October 7, 2019 (the "Effective Date"), by and between (i) 3DR LABORATORIES, LLC, a Kentucky limited liability company ("Assignor"), and (ii) 3DR LABS II, LLC, a Kentucky limited liability company ("Assignee").

### Recitals

- A. Assignor owns an equity interest in Assignee (the "Assignee Equity Interest").
- B. Assignor and Assignee are parties to that certain License Agreement dated as of May 21, 2012 (the "License Agreement"), pursuant to which Assignee licenses certain intellectual property, contracts, and equipment from Assignor.
- C. Assignor has proposed to sell all of its Assignee Equity Interest (the "Sale") to Accumen, Inc., a Delaware corporation (the "Buyer") pursuant to that certain Membership Interest Purchase Agreement to be entered into by and among Assignor, Assignee, and Buyer dated on or about October 15, 2019 (the "Membership Interest Purchase Agreement").
- D. The Buyer has required that as a condition to the closing of the Sale that certain property licensed to Assignee pursuant to the License Agreement be transferred to Assignee immediately prior to the Closing, as defined in the Membership Interest Purchase Agreement.
- E. In order to satisfy the condition and consummate the Sale, Assignor has agreed to irrevocably assign to Assignee all of its right, title and interest in and to certain intellectual property, contracts, and equipment set forth herein and to terminate the License Agreement.

THE PARTIES, INTENDING TO BE LEGALLY BOUND, AGREE AS FOLLOWS:

1. Assignment. Effective as of the Effective Date and in order to satisfy the condition required by the Buyer and to consummate the Sale, Assignor hereby assigns, sells, transfers and sets over to Assignee all of Assignor's entire right, title, benefit, privileges and interest in and to the items listed on Annex A hereto.

2. Assignment of Goodwill. With respect to the Trademarks (as defined in Annex A), effective as of the Effective Date, Assignor hereby sells, assigns, transfers, sets over and delivers to Assignee, Assignor's entire right, title and interest in and to all associated goodwill owned by Assignor which arises from the use of the Trademarks, including all common law rights acquired and accrued by the use in connection therewith, the same to be held and enjoyed by Assignee, its successors, permitted assigns or legal representatives, together with income, royalties, damages or payments due on or after the date hereof, including, without limitation, all

claims for damages or payments by reason or infringement or unauthorized use of the Trademarks, along with the right to sue for past infringements and collect same for Assignee's sole use and enjoyment.

3. Further Actions. Each of the parties covenants and agrees, at its own expense, to execute and deliver, at the request of the other party, such further instruments of transfer and assignment and to take such other action as such other party may reasonably request to more effectively consummate the assignments and assumptions contemplated by this Assignment and Assumption Agreement.

4. Termination of License Agreement. Pursuant to Section 3(b) of the License Agreement, the Assignor and Assignee hereby agree that the License Agreement shall terminate as of the date hereof.

5. Governing Law. This Assignment and Assumption Agreement shall be governed by and construed and enforced in accordance with the internal laws (as opposed to the conflicts of laws provisions) of the Commonwealth of Kentucky.

6. Binding Effect; Assignment. This Assignment and Assumption Agreement and all of the provisions hereof shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

7. Execution in Counterparts. This Assignment and Assumption Agreement may be executed in any number of counterparts with the same effect as if the signatures thereto were upon one instrument.

8. Amendments. No amendment of any provision of this Assignment and Assumption Agreement shall be valid unless the same shall be in writing and signed by Assignor and Assignee.

IN WITNESS WHEREOF, the parties have executed this Assignment and Assumption Agreement as of the Effective Date.

3DR LABORATORIES, LLC  
("Assignor")

By: David E. Ferguson  
Name: David E. Ferguson  
Title: Chairman & Sr. Managing Director

3DR LABS, LLC  
("Assignee")



By: David E. Ferguson  
Name: David E. Ferguson  
Title: Chairman & Sr. Managing Director

*[Signature page to the Assignment and Assumption Agreement  
by and between 3DR Labs II, LLC and 3DR Laboratories, LLC]*

**ANNEX A - Assignables**

**Intellectual Property, Patents and Patent Applications**

1. Any and all customer contracts by and between any customer and 3DR Laboratories, LLC;
2. Software Licenses granted by Mercury Computer Systems, Inc. to 3DR, Inc. pursuant to Agreement dated March 27, 2007, as amended;
3. Products rented and software licensed by TeraRecon, Inc. to 3DR Laboratories, LLC, pursuant to the Rental Agreement dated 12/31/2010;
4. eCommerce – 3DR Academy Web Site;
5. The trademarks owned by 3DR Laboratories, LLC (the “Trademarks”):

Trademark:	Application #:	Registration #:	Registration Date:	Goods:
3DR	77/484,811	3,585,981	10-Mar-2009	35: Outsourcing services in the field of medical imaging
3DR	77/484,788	3,649,676	07-Jul-2009	42: Application service provider (ASP) featuring software for use in analyzing digital images; computer application software services, namely computer software design
	77/484,789	3,649,677	07-Jul-2009	42: Application service provider (ASP) featuring software for use in analyzing digital images; computer application software services, namely computer software design
	77/484,810	3,579,317	24-Feb-2009	35: Outsourcing services in the field of medical imaging

**Equipment and Software**

1. Vital Images Software
2. 3DR - Visage CS 4-user Thin Client/Server bundle - Visage PACS
3. VisageCS 8-user Thin Client/Server Bundle, one year warranty
4. VisageCS 4 User Thin client Bundle 1TB RAID, v.3.0
5. VisageCS 24-user Thin Client/Server Bundle, one year warranty
6. VisageCS 4-User Thin Client Bundle 3TB RAID, v.3.0 (HP)
7. VisageCS 4-User Thin Client Bundle 3TB RAID, v.3.0 (HP)
8. VisageCS 4-User Thin Client Bundle 3TB RAID, v.3.0 (HP)
9. VisageCS 4-User Thin Client Bundle 3TB RAID, v.3.0 (HP)\*

\*Please note that some of the VisageCS server bundles listed on this Annex A have been reconfigured since the date of the original License Agreement.