

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM556282

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HealthshareBlox, LLC		12/31/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	HSBLOX, INC.		
Street Address:	3780 Mansell Road		
Internal Address:	Suite T35		
City:	Alpharetta		
State/Country:	GEORGIA		
Postal Code:	30022		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	87379759	ASSUREBLOX	
Serial Number:	87379767	QUALBLOX	
CORRESPONDENCE DATA			
Fax Number:	3154258553		
<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:	3154252786		
Email:	ip@barclaydamon.com, ecominolli@barclaydamon.com		
Correspondent Name:	Elizabeth A. Cominolli		
Address Line 1:	125 E. Jefferson Street		
Address Line 4:	Syracuse, NEW YORK 13202		
ATTORNEY DOCKET NUMBER:	3888-3093573		
NAME OF SUBMITTER:	Elizabeth A. Cominolli		
SIGNATURE:	/EAC/		
DATE SIGNED:	01/07/2020		
Total Attachments: 8			
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TRADEMARK

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IP Assignment to HSBlox, Inc.

IP ASSIGNMENT

THIS IP ASSIGNMENT (“Assignment”), effective as of December 31, 2019 (“Effective Date”), is made by **HEALTHSHAREBLOX, LLC**, a Delaware limited liability company having a place of business at 3780 Mansell Road, Suite T35, Alpharetta, Georgia 30022 (“Assignor”) to and for the benefit of **HSBLOX, INC.**, a Delaware corporation having a place of business at 3780 Mansell Road, Suite T35, Alpharetta, Georgia 30022 (“Assignee”) with reference to the following facts:

WHEREAS, concurrently with the execution of this Assignment, Assignor and Assignee have entered into a Transfer and Assumption Agreement (“Transfer and Assumption Agreement”):

WHEREAS, pursuant to the Transfer and Assumption Agreement, Assignor wishes to execute this Assignment in connection with the conveyance of all HSBlox IP (defined below) to Assignee;

WHEREAS, the term “**HSBlox IP**,” for purposes of this Assignment, shall mean any and all of Assignor’s right, title and interest in and to the intellectual property set forth on the attached **Schedule A** and all other intangible property, digital assets and intellectual property of Assignor other than the PatientBlox IP (defined below); and

WHEREAS, pursuant to a Transfer Agreement between Assignor and PatientBlox, Inc. (“**PatientBlox**”) executed concurrently herewith, Assignor has separately assigned to PatientBlox, the intellectual property set forth on the attached **Schedule B** (“**PatientBlox IP**”).

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers, conveys, and sets over unto Assignee, its successors, assigns and legal representatives, the full and exclusive right, title and interest in and to the HSBlox IP, to be held, used and enjoyed by, and in the name of, Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor had this assignment and sale not occurred, including, without limitation: (1) (a) all inventions (whether or not patentable) within the HSBlox IP; (b) any and all improvements, betterments and modifications of such inventions; (c) all patent applications within the HSBlox IP and all patent applications for such inventions, improvements, betterments and modifications, together with all patents issuing therefrom in all countries and jurisdictions to the full end of the terms for which such patents may be granted; (d) all related patent applications, including, without limitation, divisions, continuations, continuations-in-part, non-provisional patent applications claiming priority to provisional patent applications, design patent applications claiming priority to non-provisional patent applications, patents of addition, reissues, reexaminations, foreign counterparts and

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foreign equivalents thereof, substitutions of or for such applications, and all other patent applications that claim priority to the foregoing applications; (e) all patents issuing or granting from the foregoing applications; and (f) all foreign rights related thereto, including the right to make applications for patents for such inventions in any and all foreign countries and the right to claim priority as to the filing dates of the such applications under the International Convention, Patent Cooperation Treaty, European Patent Convention and any other international treaty; (2) (a) any and all works of authorship (whether or not copyrightable) incorporated into, embodied by, operatively coupled to or related to the HSBlox IP, including, without limitation, computer programs, software, source code, object code, applications, graphical user interfaces (GUIs), algorithms, computer code, programs, programming notes, application program interfaces (APIs), schematics, flowcharts, software development kits (SDKs), user manuals, guides, drawings, documentation, images, compilations of data, data libraries, data files, software security codes, computer passwords, platforms and portals; (b) all copyrights in such works of authorship and in all past, present and future derivatives, enhancements and modifications of such works of authorship; (c) all rights to create derivatives of such works of authorship; (d) all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as or referred to as "moral rights;" and (f) all registration rights related thereto, including the right to make applications for copyright registrations for such works in any and all countries; (3) any and all trademarks, service marks, product names, service names, business names, logos, slogans, designs, trade dress, URLs, domain name registrations, social media account names and other marks within the HSBlox IP, related to the HSBlox IP or otherwise usable to identify the commercial embodiments of the HSBlox IP (collectively, "Marks") and all trademark applications therefore and trademark registrations granted therefrom, together with the goodwill of the business in connection with which the Marks have been used or are being used and which are symbolized by the Marks in all countries and jurisdictions to the full end of the terms for which such registrations may be granted, to be held, used and enjoyed by, and in the name of, Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor had this assignment and sale not been made, including, without limitation: (a) any and all variations and modifications of the Marks; and (b) all foreign rights related thereto, including the right to make applications for trademark registrations for the Marks in any and all foreign countries; (4) all trade secrets, know-how, technical information, digital assets, data, test results and other information incorporated into, embodied by or related to the HSBlox IP; and (5) all income, royalties, damages and payments due or payable to Assignor as of this Assignment's execution or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the inventions, patent applications, patents, works of authorship, copyright applications, copyright registrations, Marks, trademark applications, trademark registrations and other items assigned hereunder, together with the right to sue for, and collect the same.

All works of authorship within the HSBlox IP shall be: (a) deemed specially ordered or commissioned by Assignee for use as such works; and (b) considered a works made for hire

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within the meaning of the "work made for hire" definition in 17 U.S.C. §101 of the United States Copyright Act. Assignee shall be deemed the author of such works, and all right, title and interest in and to such works (including all copyrights therein) will vest initially in and to Assignee.

The parties acknowledge that the HSBlox IP includes one or more intent-to-use applications for one or more Marks under §1(b) of the Trademark Act, 15 U.S.C. §1051(b). The parties further acknowledge that, pursuant to the Purchase Agreement and this Assignment: (a) Assignee is a successor to the business of Assignor, or portion thereof, to which such applications and Marks pertain; (b) such business is ongoing and existing; and (c) the Purchase Agreement and this Assignment each includes an assignment to Assignee as the successor to such business.

Assignor hereby authorizes and requests the government office of the country in which this Assignment is recorded, to issue to Assignee or its successors or assigns, all patents and registrations issuing from such applications.

When requested by Assignee or by its successors, assigns or legal representatives for purposes of the full enjoyment, protection, enforcement and title in and to the HSBlox IP, Assignor shall: (a) execute papers and provide information requested for such purposes; and (b) at the expense of the requesting party, testify in any derivation proceeding, interference or litigation requested for such purposes.

Assignor furthermore agrees, upon request of Assignee, its successors, assigns or legal representatives, and without further remuneration, to execute any and all papers desired by Assignee, its successors, assigns and legal representatives, for the filing and granting of the applications, patents and registrations assigned hereunder and the acquisition and perfecting of title thereto in Assignee, its successors, assigns and legal representatives.

Assignor hereby irrevocably designates and appoint Assignee and its duly authorized officers and agents as Assignor's agents and attorneys-in-fact, which appointment is coupled with an interest, to: (a) act for and on Assignor's behalf to execute, verify and file any documents or instruments for Assignee's purposes of defending, enforcing and perfecting the HSBlox IP, and otherwise seeking intellectual property protection for the HSBlox IP; and (b) do all other lawfully permitted acts to fully vest Assignee's ownership rights in the HSBlox IP, all with the same legal force and effect as if executed, filed or performed by Assignor.

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In the event that, and only to the extent that: (a) any provision of this Assignment violates the applicable law of any country or jurisdiction in which this Assignment is recorded, registered or asserted for legal purposes; or (b) any court of competent jurisdiction adjudges any provision in this Assignment to be invalid or unenforceable, such violation or judgment shall not affect, impair or otherwise invalidate the remainder of this Assignment in such country or jurisdiction, but shall be confined in its operation to the specific provision of this Assignment which caused such violation or judgment.

[Signature Pages Follow.]

IP Assignment to HSBlox, Inc.

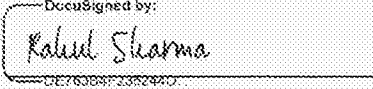
IN WITNESS WHEREOF, the Parties have caused this Assignment to be duly executed and delivered as of the Effective Date first set forth above.

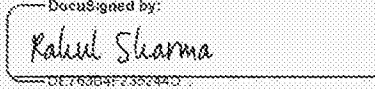
ASSIGNOR:

ASSIGNEE:

HEALTHSHAREBLOX, LLC

HSBLOX, INC.

Signature:  DocuSigned by:
Rahul Sharma
DE76084F235294D...

Signature:  DocuSigned by:
Rahul Sharma
DE76084F235294D...

Print Name: Rahul Sharma

Print Name: Rahul Sharma

Title: CEO

Title: CEO

IP Assignment to HSBlox, Inc.

SCHEDULE A

HSBLOX IP

Trademark Assets

Mark	U.S. App. Serial No.	Filing Date	U.S. Reg. No.	Status
ASSUREBLOX	87/379,759	March 21, 2017	N/A	Published; Intent-to-Use
QUALBLOX	87/379,767	March 21, 2017	N/A	Published; Intent-to-Use
HSBSUITE				
SMARTMPI				
SMARTBLOX				
DSM				
HSBPAY				
NETWORK CONNECT				

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[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

[REDACTED]

[REDACTED]

IP Assignment to HSBlox, Inc.

SCHEDULE A (Cont')

[REDACTED]

[REDACTED]

[REDACTED]

