

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM569504

<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>
MERCK SHARP & DOHME CORP.		03/30/2020	Corporation: NEW JERSEY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ILUM HEALTH SOLUTIONS, LLC		
<b>Street Address:</b>	2000 Galloping Hill Road		
<b>City:</b>	Kenilworth		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	07033		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 10</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5330571	ILÚM	
<b>Registration Number:</b>	5347091	ILÚM HEALTH SOLUTIONS POWERING BETTER OU	
<b>Registration Number:</b>	5330572	ILÚM HEALTH SOLUTIONS	
<b>Registration Number:</b>	5686398	ILÚM INSIGHT	
<b>Registration Number:</b>	5840394	ILÚM HEALTH SOLUTIONS POWERING BETTER OU	
<b>Registration Number:</b>	5840396	ILÚM	
<b>Registration Number:</b>	5840395	ILÚM HEALTH SOLUTIONS	
<b>Registration Number:</b>	5498084	ILÚM	
<b>Registration Number:</b>	5503347	ILÚM HEALTH SOLUTIONS POWERING BETTER OU	
<b>Registration Number:</b>	5498085	ILÚM HEALTH SOLUTIONS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7325945760		
<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>Email:</b>	James.Thomas2@merck.com		
<b>Correspondent Name:</b>	Merck & Co., Attn: James A.Thomas		
<b>Address Line 1:</b>	126 East Lincoln Ave.		
<b>Address Line 2:</b>	Office of General Counsel		
<b>Address Line 4:</b>	Rahway, NEW JERSEY 07065		

CH \$265.00 5330571

<b>NAME OF SUBMITTER:</b>	James A. Thomas
<b>SIGNATURE:</b>	/jat/
<b>DATE SIGNED:</b>	03/30/2020
<b>Total Attachments: 4</b> source=TM_Assignment_MSD_ILUM-Fully Executed2#page1.tif source=TM_Assignment_MSD_ILUM-Fully Executed2#page2.tif source=TM_Assignment_MSD_ILUM-Fully Executed2#page3.tif source=TM_Assignment_MSD_ILUM-Fully Executed2#page4.tif	

## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is entered into as of the 30<sup>th</sup> day of March, 2018, by and between MERCK SHARP & DOHME CORP., a New Jersey corporation whose principal office is at One Merck Drive, Whitehouse Station, New Jersey 08889 ("Assignor"), and ILUM Health Solutions LLC, a Delaware limited liability company, whose principal office is at 2000 Galloping Hill Rd., Kenilworth, NJ 07033 ("Assignee").

WHEREAS Assignor is listed at the United States Patent and Trademark Office as the legal owner of the federal registrations (the "Registrations") for the trademarks (the "Marks") set forth in the attached Exhibit A;

WHEREAS Assignor makes no warranties of any kind with regard to the Registrations or the Marks, including without limitation any express or implied warranties regarding title in or validity of such Registrations or such Marks;

WHEREAS Assignee is desirous of acquiring all of rights Assignor may have in such Registrations and Marks to the extent Assignor may have such rights and even though it knows that Assignor makes no warranties of any kind, whether express or implied, regarding such rights;

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and for other good and valuable consideration, receipt of which Assignor acknowledges by its execution below, Assignor assigns to Assignee all its right, title and interest in and to the Registrations and Marks, together with any goodwill of the business symbolized by such Registrations and Marks, under the following condition:

1. No Warranties. Assignor makes no, and hereby disclaims, any and all warranties with regard to its rights in the Registrations or the Mark or regarding the Registrations or Marks themselves. In particular, ASSIGNOR MAKES NO, AND HEREBY DISCLAIMS ANY, EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, AND TITLE OR THAT IT HAS OR HAS NOT DISCLOSED ANY OR ALL INFORMATION REGARDING THE REGISTRATIONS OR MARKS. Assignor further makes no warranties regarding whether or not these Registrations or Marks infringe or are being infringed by any other party or that there are any facts that to the knowledge of Assignor would constitute an infringement of the Registrations or the Marks.

2. No Claims Against Assignor. Assignee represents and warrants to Assignor that it accepts the Registrations and Marks without any warranties and will make no claim of any kind against Assignor for breach of duty, warranty, or contract, or make any other claim against Assignor, because the Registrations or Marks are invalid, unenforceable, non-existent, expired, abandoned, infringed, lapsed, or in any way limited or terminated, or that Assignor does not have any rights in said Registration or Marks as of the time of this assignment, or that this assignment operates in any way to abandon or in any other way cause the loss of any such rights that are the subject of this Assignment.

3. Assumption of Assumed Agreements. Assignee hereby agrees that it takes assignment of the Registrations and Marks subject to the agreements identified in attached Exhibit B (the "Assumed Agreements") and further hereby agrees, as owner of the Registrations and Marks, to be bound by said Assumed Agreements and to fulfill, perform and discharge all the obligations, duties, covenants, and agreements of Assignor set forth in said Assumed Agreements with respect to the applicable Registrations and Marks.

4. Release. Assignee hereby releases Assignor, its successors and assigns, from any and all claims that may arise with respect to the Registrations, the Marks, the Assumed Agreements, or this assignment.

5. Further Covenants. Each party agrees to perform all acts, including without limitation executing documents or certificates, as may be reasonably required by the other party in order to carry out the intent and purposes of this Assignment.

6. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument. Delivery of an executed counterpart signature page of this Agreement by facsimile or other electronic transmission shall be as effective as delivery of a manually executed signature page.

This Assignment is effective as of the 30<sup>th</sup> day of March, 2020.

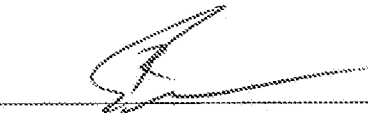
ASSIGNOR:



A handwritten signature in black ink, appearing to read 'James A. Thomas', is written over a horizontal dotted line.

By: James A. Thomas  
Its: Authorized Signatory

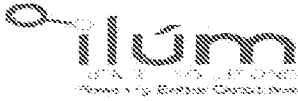
ASSIGNEE:



A handwritten signature in black ink, appearing to read 'Riaan Erwee', is written over a horizontal dotted line.

By: Riaan Erwee  
Its: Vice President

**EXHIBIT A  
THE REGISTRATIONS AND THE MARKS**

Mark	Image	Reg#	Reg Date
ILUM		5330571	11/07/2017
ILUM HEALTH SOLUTIONS POWERING BETTER OUTCOMES and Design		5347091	11/28/2017
ILUM HEALTH SOLUTIONS		5330572	11/07/2017
ILUM INSIGHT		5686398	02/26/2019
ILUM HEALTH SOLUTIONS POWERING BETTER OUTCOMES		5840394	08/20/2019
ILUM		5840396	08/20/2019
ILUM HEALTH SOLUTIONS		5840395	08/20/2019
ILUM		5498084	06/19/2018
ILUM HEALTH SOLUTIONS POWERING BETTER OUTCOMES and Design		5503347	06/26/2018
ILUM HEALTH SOLUTIONS		5498085	06/19/2018

**EXHIBIT B  
ASSUMED AGREEMENTS**

<b>Agreement Type</b>	<b>Parties</b>	<b>Effective Date</b>
Settlement Agreement	Merck Sharp & Dohme Corp. and Illumina LLC	February 20, 2019
Settlement Agreement	Merck Sharp & Dohme Corp. and Aluma Biosciences, Inc.	May 28, 2019
Settlement Agreement	Merck Sharp & Dohme Corp. and Edwards LifeSciences Corporation	June 24, 2019
Settlement Agreement	Merck Sharp & Dohme Corp. and Sun Pharma Global FZE	August 28, 2019
Settlement Agreement	Merck Sharp & Dohme Corp. and Koninklijke Philips N.V.	March 29, 2020