

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM570525

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ILUM HEALTH SOLUTIONS, LLC		03/31/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Infectious Disease Connect, Inc.		
Street Address:	6425 Penn Ave.		
Internal Address:	Bakery Square, Suite 200		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15206		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Serial Number:	86983171	ILÚM	
Serial Number:	86983098	ILÚM HEALTH SOLUTIONS POWERING BETTER OU	
Serial Number:	86983174	ILÚM HEALTH SOLUTIONS	
Serial Number:	86534403	ILÚM INSIGHT	
Serial Number:	87722923	ILÚM HEALTH SOLUTIONS POWERING BETTER OU	
Serial Number:	87722930	ILÚM	
Serial Number:	87722928	ILÚM HEALTH SOLUTIONS	
Serial Number:	86452506	ILÚM	
Serial Number:	86452513	ILÚM HEALTH SOLUTIONS POWERING BETTER OU	
Serial Number:	86452508	ILÚM HEALTH SOLUTIONS	
CORRESPONDENCE DATA			
Fax Number:			
<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:	2165867005		
Email:	kabarrett@jonesday.com		
Correspondent Name:	Kerry A. Barrett		
Address Line 1:	901 Lakeside Ave.		

CH \$265.00 86983171

Address Line 4: Cleveland, OHIO 44114

NAME OF SUBMITTER: Kerry A. Barrett

SIGNATURE: /Kerry A. Barrett/

DATE SIGNED: 04/05/2020

Total Attachments: 8

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ASSIGNMENT OF INTELLECTUAL PROPERTY

This Assignment and Assumption Agreement (“**IP Assignment**”) is dated March 31, 2020 (the “**Closing Date**”) by and between Infectious Disease Connect, Inc., a Delaware corporation (“**IDC**”), and ILUM Health Solutions, LLC, a Delaware limited liability company (“**ILUM**”).

RECITALS

ILUM is the (a) owner of each of the trademarks and service marks, trademark and service mark registrations, and trademark and service mark applications (including any and all goodwill associated with or symbolized by any of the foregoing) set forth on Schedule A hereto (the “**Trademarks**”) and (b) registrant of record and owner of each of the Internet domain names (including any and all goodwill symbolized thereby) set forth on Schedule B hereto and the domain name registrations therefor (the “**Domain Names**”).

On the Closing Date, IDC and ILUM are parties to that certain Contribution and Subscription Agreement (the “**Contribution Agreement**”), pursuant to which (a) ILUM agreed to contribute to IDC and IDC agreed to accept from ILUM substantially all of ILUM’s assets, including all ILUM Intellectual Property owned by ILUM (the “**Assigned IP**”) and (b) ILUM agreed to assign and IDC agreed to assume or cause its designee to assume certain of ILUM’s liabilities and obligations in accordance with this IP Assignment. Capitalized terms used but not defined herein have the meanings given to them in the Contribution Agreement.

AGREEMENT

The parties, intending to be legally bound, agree as follows:

1. ASSIGNMENT

For good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, and as contemplated by Section 2.1 of the Contribution Agreement, ILUM hereby contributes, assigns, transfers and delivers to IDC or its designee, and IDC or its designee hereby receives, acquires and accepts from ILUM, all right, title and interest of ILUM in and to the Assigned IP, including the Trademarks, the Domain Names together with (i) all common law rights therein, to the extent permitted under applicable law, (ii) all registrations that may be granted in any of the foregoing, (iii) all past, present or future claims or causes of action (either in law or in equity) arising out of or related to any of the Assigned IP and the rights to sue for damages, injunctive relief or any other remedy or otherwise recover therefor, and (iv) any and all income, royalties, damages and payments now or hereafter due and/or payable with respect to the Assigned IP and the right to receive such income, royalties and payments, the same to be held and enjoyed by IDC for its own use and enjoyment and the use and enjoyment of its successors and assigns as fully and entirely as the same would have been held and enjoyed by ILUM, if this IP Assignment had not been made. The assignments contemplated herein are meant to be absolute assignments and not by way of security.

2. REGISTRANT NAME CHANGE AGREEMENT

Within thirty (30) days following the Closing, ILUM will, or will cause the relevant Person to, (a) execute the applicable registrant name change agreement or other forms required by the applicable Internet domain name registrar for each Domain Name (the “**Registering Authority**”), (b) submit or file such registrant name change agreements or other forms to or with the Registering Authority, in accordance with the policies and rules of the Registering Authority and (c) take any further actions reasonably requested by IDC, at IDC’s expense, in accordance with the policies and rules of the Registering Authority as required to transfer such domain names to IDC.

3. FURTHER ASSURANCES

Without limiting Section 2, ILUM will, at the request and expense of IDC, timely execute and deliver any additional documents and perform such additional acts that IDC may reasonably request as being necessary to carry out its obligations under this IP Assignment or as may be reasonably necessary to effectuate, consummate, record, or perfect the transactions contemplated hereby, including by executing and delivering further assignments for the purpose of evidencing, perfecting and recording the assignment of the Assigned IP in any relevant jurisdictions, such assignments to be in a form reasonably satisfactory to IDC and sufficient for recordation in the relevant jurisdiction. If ILUM fails to promptly take or execute any of the actions or documents described in this Section 3 after reasonable written request by IDC, ILUM hereby designates and appoints IDC as its agent and attorney-in-fact, with full power of substitution, in the name and stead of ILUM but on behalf and for the benefit of IDC, to take and execute in the name of ILUM any and all actions and documents that are necessary to effectuate, consummate, record, or perfect the assignment and transfer of the Assigned IP as contemplated in this IP Assignment with the same legal force and effect as if executed by ILUM.

4. DUE AUTHORIZATION

ILUM hereby authorizes and requests the Commissioner of Trademarks of the United States and any other official of any applicable Governmental Authority or Registering Authority, as applicable, to record IDC as the owner of the Assigned IP and to issue any and all registrations, including renewals thereof, from any and all applications for registration included in the Assigned IP to and in the name of IDC or its designee.

5. RELATIONSHIP TO THE CONTRIBUTION AGREEMENT

This IP Assignment is being executed and delivered pursuant to, and subject to the terms and conditions of, the Contribution Agreement and nothing contained herein shall be construed to limit, terminate or expand the representations, warranties, covenants and agreements set forth in the Contribution Agreement. The terms of the Contribution Agreement (including the definition and usage provisions) are incorporated herein by this reference, and will not be superseded by this IP Assignment, but will remain in full force and effect to the full extent provided therein. If there is any inconsistency between the Contribution Agreement and this IP Assignment, the Contribution Agreement will control.

6. GOVERNING LAW

This IP Assignment shall be governed by and construed and enforced in accordance with substantive laws of the State of Delaware, without regard to conflicts of laws principles that would require the application of any other law, including its statute of limitations, regardless of the laws that might otherwise govern under applicable principles of conflict thereof, and any dispute, controversy or claim arising out of or in connection with this IP Assignment shall be brought in shall be brought or otherwise commenced in (and each of the parties irrevocably and unconditionally consents and submits to the exclusive jurisdiction and venue of) the Court of Chancery of the State of Delaware or, to the extent the Court of Chancery of the State of Delaware does not have subject matter jurisdiction, the federal courts of the United States of America and the courts of the State of Delaware, in each case, located within the City of Wilmington in the State of Delaware.


7. COUNTERPARTS

This IP Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

[Signature Page Follows.]

The parties have executed and delivered this IP Assignment as of Closing Date.

ILÚM HEALTH SOLUTIONS, LLC

By:  _____

Name: Paul Edwards
Title: President

**INFECTIOUS DISEASE CONNECT,
INC.**

By: _____

Name: David A. Zynn
Title: President

The parties have executed and delivered this IP Assignment as of Closing Date.

ILUM HEALTH SOLUTIONS, LLC

By: _____

Name:

Title:

**INFECTIOUS DISEASE CONNECT,
INC.**

By:  _____

Name: David A. Zym

Title: President

[Signature Page -- Assignment of Intellectual Property]

SCHEDULE A
TRADEMARKS







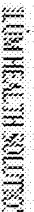



Image	Mark	Country	App#	App Date	Reg#	Reg Date	Record Owner
	LUM	United States	86983171	11/12/2014	5330571	11/07/2017	ILUM Health Solutions, LLC
	LUM HEALTH SOLUTIONS POWERING BETTER OUTCOMES and Design	United States	86983098	09/15/2017	5347091	11/28/2017	ILUM Health Solutions, LLC
	LUM HEALTH SOLUTIONS	United States	86983174	11/12/2014	5330572	11/07/2017	ILUM Health Solutions, LLC
	LUM INSIGHT	United States	86534403	02/13/2015	5686398	02/26/2019	ILUM Health Solutions, LLC
	LUM HEALTH SOLUTIONS POWERING BETTER OUTCOMES	United States	87722923	12/15/2017	5840394	08/20/2019	ILUM Health Solutions, LLC
	LUM	United States	87722930	12/15/2017	5840396	08/20/2019	ILUM Health Solutions, LLC
	LUM HEALTH SOLUTIONS	United States	87722928	12/15/2017	5840395	08/20/2019	ILUM Health Solutions, LLC

Image	Mark	Country	App#	App Date	Reg#	Reg Date	Record Owner
	ILUM	United States	86452506	11/12/2014	5498084	06/19/2018	ILUM Health Solutions, LLC
	ILUM HEALTH SOLUTIONS POWERING BETTER OUTCOMES and Design	United States	86452513	11/12/2014	5503347	06/26/2018	ILUM Health Solutions, LLC
	ILUM HEALTH SOLUTIONS	United States	86452508	11/12/2014	5498085	06/19/2018	ILUM Health Solutions, LLC

TRADEMARK

REEL: 006908 FRAME: 0502

SCHEDULE B

DOMAIN NAMES

Domain Name	Registrant Organization	Registrar	Registration Date	Renewal Date
illumdev.com	ILUM Health Solutions	GoDaddy	2/21/2018	2/21/2021
teqqa.com	ILUM Health Solutions	GoDaddy	6/22/2011	6/22/2020
illumhealthsolutions.com	ILUM Health Solutions	GoDaddy	10/22/2014	10/22/2020
illumhs.com	ILUM Health Solutions	GoDaddy	6/11/2019	6/11/2021
ilumacumen.com	ILUM Health Solutions	GoDaddy	4/19/2018	4/19/2020