

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM570591

|   |  |                       |                               |
|---|--|-----------------------|-------------------------------|
| <b>SUBMISSION TYPE:</b>   | RESUBMISSION                                       |                       |                               |
| <b>NATURE OF CONVEYANCE:</b>  | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL |                       |                               |
| <b>RESUBMIT DOCUMENT ID:</b>  | 900540591  |                       |                               |
| <b>CONVEYING PARTY DATA</b>   |  |                       |                               |
| <b>Name</b>   | <b>Formerly</b>                                    | <b>Execution Date</b> | <b>Entity Type</b>            |
| HealthInfonet   |  | 12/31/2019            | Non-Profit Corporation: MAINE |
| <b>RECEIVING PARTY DATA</b>   |  |                       |                               |
| <b>Name:</b>  | Cureous Innovations Inc.                           |                       |                               |
| <b>Street Address:</b>  | 60 Pineland Drive                                  |                       |                               |
| <b>Internal Address:</b>  | Portland Hall, Suite 230                           |                       |                               |
| <b>City:</b>  | New Gloucester                                     |                       |                               |
| <b>State/Country:</b>   | MAINE  |                       |                               |
| <b>Postal Code:</b>   | 04260  |                       |                               |
| <b>Entity Type:</b>   | Corporation: DELAWARE                              |                       |                               |
| <b>PROPERTY NUMBERS Total: 1</b>  |  |                       |                               |
| <b>Property Type</b>  | <b>Number</b>                                      | <b>Word Mark</b>      |                               |
| <b>Serial Number:</b>   | 88100516   | TERMATLAS             |                               |
| <b>CORRESPONDENCE DATA</b>  |  |                       |                               |
| <b>Fax Number:</b>  |  |                       |                               |
| <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>   | 207-274-5266                                       |                       |                               |
| <b>Email:</b>   | ipdocket@eatonpeabody.com                          |                       |                               |
| <b>Correspondent Name:</b>  | Jeffrey C. Joyce                                   |                       |                               |
| <b>Address Line 1:</b>  | P.O. Box 15235                                     |                       |                               |
| <b>Address Line 4:</b>  | Portland, MAINE 04112                              |                       |                               |
| <b>ATTORNEY DOCKET NUMBER:</b>  | 35696.3  |                       |                               |
| <b>NAME OF SUBMITTER:</b>   | Jeffrey C. Joyce                                   |                       |                               |
| <b>SIGNATURE:</b>   | /Jeffrey C. Joyce/                                 |                       |                               |
| <b>DATE SIGNED:</b>   | 04/06/2020   |                       |                               |
| <b>Total Attachments: 3</b>   |  |                       |                               |
| source=IP Transfer Agreement - TermAtlas - Redacted#page1.tif   |  |                       |                               |
| source=IP Transfer Agreement - TermAtlas - Redacted#page2.tif   |  |                       |                               |
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## INTELLECTUAL PROPERTY RIGHTS TRANSFER AGREEMENT

This Intellectual Property Rights Transfer Agreement (this "Agreement") is made as of December 31, 2019, (the "Effective Date") by and between Cureous Innovations Inc. a Delaware corporation, ("CI"), and HealthInfoNet, a Maine nonprofit corporation, hereinafter referred to as ("HIN").

### RECITALS:

A. HIN currently owns or has the right to certain Intellectual Property Rights associated with the item(s) identified on Exhibit A hereto (the "Assets"), including but not limited to state Trademark and pending federal Trademark rights listed thereon.

B. HIN agrees to transfer the Assets to CI free of any and all encumbrances, but subject to the license back to HIN described herein, and CI accepts all rights to the Assets as provided herein.

C. CI, in exchange for the Assets agrees to issue shares of CI to HIN equal to the fair market value of the Assets as forth below.

It is therefore agreed as follows:

### Definitions.

As used herein, the following terms shall have the following meanings:

A. Intellectual Property Rights. The term "Intellectual Property Rights" means all (i) patents, patent applications, patent disclosures and inventions, (ii) Internet Domain names, trademarks, service marks, trade dress, trade names, logos and corporate names and registrations and applications for registration thereof together with all of the goodwill associated therewith, (iii) copyrights (registered or unregistered) and copyrightable works and registrations and applications for registration thereof, (iv) mask works and registrations and applications thereof, (v) computer software, data, databases and documentation thereof, (vi) trade secrets and other confidential information (including ideas, formulas, compositions, inventions (whether patentable or unpatentable and whether or not reduced to practice), know-how, manufacturing and production processes and techniques, research and development information, drawings, specifications, designs, plans, proposals, technical data, and copyrightable works, financial and marketing plans and customer and supplier lists and information, and (vii) copies and tangible embodiments thereof (in whatever form or medium).

B. Agreement. The term "Agreement" shall mean this instrument and all Exhibits attached hereto.

1. Transfer of Intellectual Property Rights.

1.1 Assets. In exchange for [REDACTED], HIN agrees to transfer, grant and assign to CI all of HIN's right, title and interest in and to the Assets [REDACTED]


3. Miscellaneous.

3.1 Entire Agreement. This Agreement (contains, and is intended as, a complete statement of all of the terms of the arrangements between the parties with respect to the matters provided for, supersedes any previous agreements and understandings between the parties with respect to those matters, and cannot be changed or terminated orally.


3.2 Further Assurances and Assistance. HIN and CI agree that each will execute and deliver to the other any and all documents to effectuate the provisions of this Agreement as of the Effective Date.

IN WITNESS WHEREOF, The parties have executed this Agreement as of the Effective Date.

HealthInfoNet

By:   
Name: Shawn T. Alfords  
Title: Executive Director - CEO

Cureous Innovations Inc.

By:   
Name: Allison McBrien  
Title: Treasurer

**Exhibit A**  
**List of Assets**

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