

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM571419

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EVARIANT, INC.		02/01/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	HEALTHGRADES OPERATING COMPANY, INC.		
Street Address:	1801 California Street		
Internal Address:	Suite 800		
City:	Denver		
State/Country:	COLORADO		
Postal Code:	80202		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4854021	MOVING HEALTHCARE AHEAD	
Serial Number:	87775290	FIND. GUIDE. KEEP.	
Registration Number:	4752348	MOVING HEALTHCARE AHEAD	
Registration Number:	4142196	CONNECTEDCAMPAIGNS	
Registration Number:	3634959	EVARIANT	
CORRESPONDENCE DATA			
Fax Number:	2028428465		
<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:	202-842-8800		
Email:	dctrademarks@faegredrinker.com		
Correspondent Name:	Jennifer L. Dean		
Address Line 1:	1500 K Street, NW, Suite 1100		
Address Line 2:	Faegre Drinker Biddle & Reath LLP		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	599943		
NAME OF SUBMITTER:	Joelle Zajk		
SIGNATURE:	/joelle zajk/		
DATE SIGNED:	04/10/2020		

OP \$140.00 4854021

Total Attachments: 6

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ASSET TRANSFER AGREEMENT

This **ASSET TRANSFER AGREEMENT** (the "Agreement") is entered into as of February 1, 2020 (the "Effective Date"), by and between eVariant, Inc., a Delaware corporation ("Evariant"), and Healthgrades Operating Company, Inc., a Delaware corporation ("HG OpCo"). Each of Evariant and HG OpCo are referred to herein as a "Party" and, collectively, as the "Parties".

RECITALS

WHEREAS, Evariant is a direct, wholly owned subsidiary of Healthgrades Parent, LLC, a Delaware limited liability company ("HG Parent");

WHEREAS, HG OpCo is an indirect, wholly owned subsidiary of HG Parent; and

WHEREAS, Evariant desires to convey, transfer and assign to HG OpCo all of Evariant's right, title and interest in and to the Transferred Assets (as defined herein), on the terms and subject to the conditions herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, each intending to be legally bound, hereby agree as follows:

1. Transfer of Transferred Assets. On the terms and subject to the conditions set forth in this Agreement, on the date hereof, Evariant hereby transfers, assigns, delivers and conveys to HG OpCo, and HG OpCo hereby accepts, receives and assumes from Evariant, all of the right, title and interest in and to the Transferred Assets. "Transferred Assets" means all of the assets, properties, privileges, interests, claims and rights, whether tangible or intangible or real or personal, owned, leased or used by Evariant, including, without limitation, all of Evariant's right, title and interest in and to the following assets:

[REDACTED]

REDACTED

[REDACTED]

[REDACTED]

[REDACTED]

REDACTED

[REDACTED]

REDACTED



REDACTED



(h) Intellectual Property. All intellectual property and proprietary rights, in any jurisdiction throughout the world, including any and all: (i) patents and patent applications (including divisionals, continuations, continuations-in-part, reissues, reexaminations and extensions thereof); (ii) trademarks, service marks, trade names, trade dress, slogans, logos, brand names and domain names, together with the goodwill associated therewith; (iii) copyrights and works of authorship, whether or not copyrightable; (iv) confidential and proprietary information, including trade secrets, inventions, processes, techniques, procedures, discoveries, customer and supplier lists, data and data collections and know-how; and (v) registrations and applications for registration of the foregoing, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign jurisdiction throughout the world, now or hereafter in effect, together with all rights to sue and bring other claims for past, present and future infringement, misappropriation or other violation of any of the foregoing, all rights to recover damages (including attorneys' fees and expenses) or lost profits and all rights to collect royalties, products and proceeds in connection therewith.



REDACTED



[REDACTED]

REDACTED

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

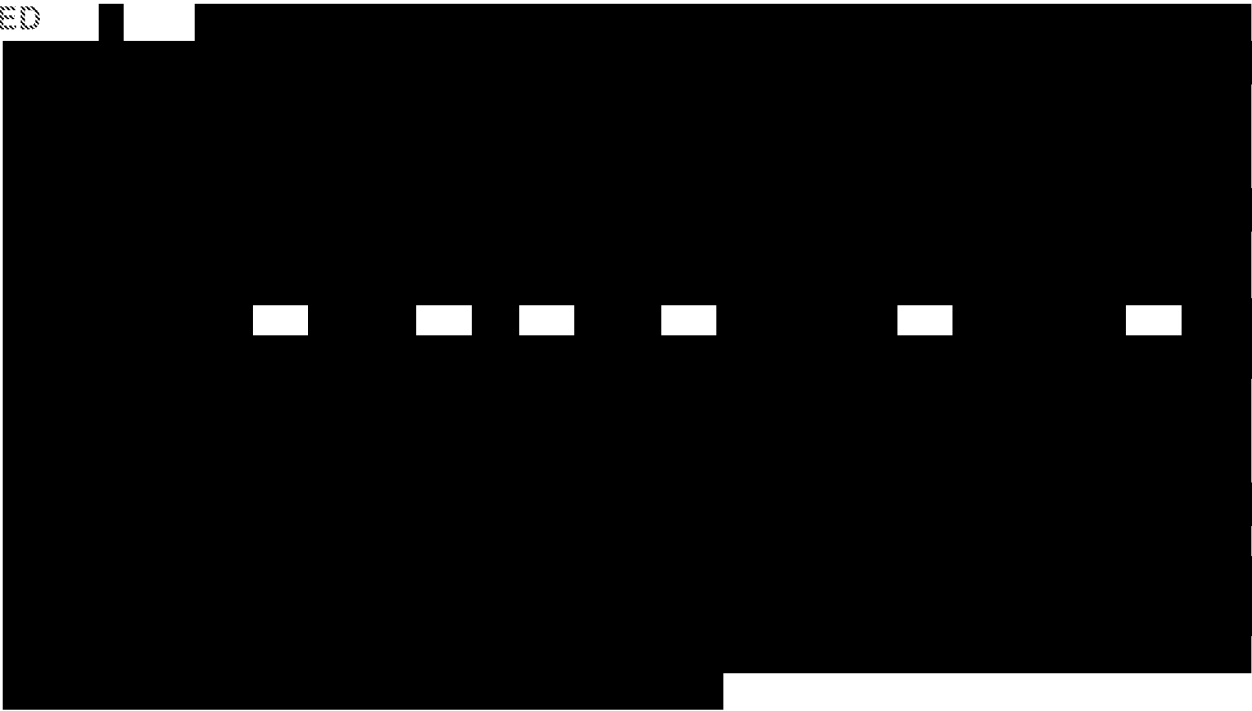
REDACTED

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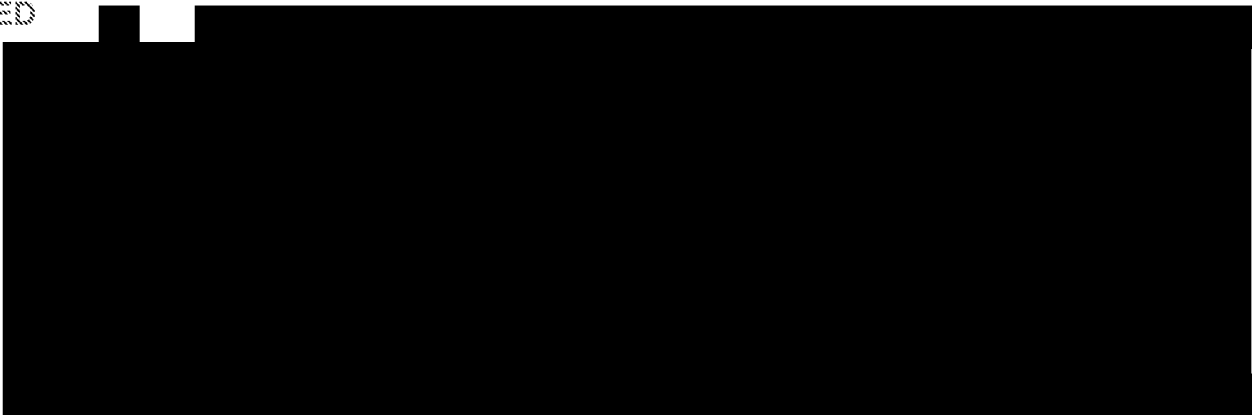
REDACTED



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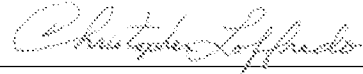
[REDACTED]

14. Entire Agreement. This Agreement shall constitute the entire agreement among the Parties with respect to the subject matters addressed herein and supersede any prior understandings, agreements or representations, by or among the Parties, written or oral, which may have related in any way to the subject matter of this Agreement.

* * * * *

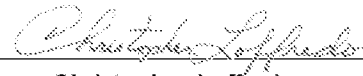
IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date hereof.

EVARIANT, INC.



By: Christopher Loffredo
Title: CAO

**HEALTHGRADES OPERATING
COMPANY, INC.**



By: Christopher Loffredo
Title: CAO