

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM571697

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
3DR Laboratories, LLC		10/21/2019	Limited Liability Company: KENTUCKY
RECEIVING PARTY DATA			
Name:	3DR Labs II, LLC		
Street Address:	332 W. Broadway, Suite 700		
City:	Louisville		
State/Country:	KENTUCKY		
Postal Code:	40202		
Entity Type:	Limited Liability Company: KENTUCKY		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3585981	3DR	
Registration Number:	3649676	3DR	
Registration Number:	3579313	3DR	
Registration Number:	3649677	3DR	
Registration Number:	3579317	3DR	
Registration Number:	3579314	3DR	
CORRESPONDENCE DATA			
Fax Number:	4158362501		
<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:	4158362549		
Email:	amanda.modesto@dlapiper.com		
Correspondent Name:	Jordan A. Chisek, Esq.		
Address Line 1:	555 MISSION STREET, SUITE 2400		
Address Line 4:	SAN FRANCISCO, CALIFORNIA 94105-2933		
ATTORNEY DOCKET NUMBER:	389059-900100		
NAME OF SUBMITTER:	Jordan Chisek		
SIGNATURE:	/Jordan Chisek/		
DATE SIGNED:	04/13/2020		

CH \$165.00 3585981

Total Attachments: 7

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ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT ("Assignment and Assumption Agreement") is dated as of October 21, 2019 (the "Effective Date"), by and between (i) 3DR LABORATORIES, LLC, a Kentucky limited liability company ("Assignor"), and (ii) 3DR LABS II, LLC, a Kentucky limited liability company ("Assignee").

Recitals

- A. Assignor owns an equity interest in Assignee (the "Assignee Equity Interest").
- B. Assignor and Assignee are parties to that certain License Agreement dated as of May 21, 2012 (the "License Agreement"), pursuant to which Assignee licenses certain intellectual property, contracts, and equipment from Assignor.
- C. Assignor has proposed to sell all of its Assignee Equity Interest (the "Sale") to Accumen Inc., a Delaware corporation (the "Buyer") pursuant to that certain Membership Interest Purchase Agreement to be entered into by and among Assignor, Assignee, and Buyer dated on or about October 18, 2019 (the "Membership Interest Purchase Agreement").
- D. The Buyer has required that as a condition to the closing of the Sale that certain property licensed to Assignee pursuant to the License Agreement be transferred to Assignee immediately prior to the Closing, as defined in the Membership Interest Purchase Agreement.
- E. In order to satisfy the condition and consummate the Sale, Assignor has agreed to irrevocably assign to Assignee all of its right, title and interest in and to certain intellectual property, contracts, and equipment set forth herein and to terminate the License Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. Assignment. Effective as of the Effective Date and in order to satisfy the condition required by the Buyer and to consummate the Sale, Assignor hereby irrevocably assigns, sells, transfers, conveys and sets over to Assignee all of Assignor's entire right, title, benefit, privileges and interest in and to:

a. all of Assignor's designs, intellectual property, patents and patent applications, trademarks (including the Trademarks as defined in **Annex A**), computer equipment and computer software licenses and related agreements, all as more particularly described on **Annex A** hereto (the "Assigned IP").

b. any and all applications and registrations for the Assigned IP that Assignor holds or controls, including, without limitation, the right to file additional applications and to all resulting registrations, free and clear of encumbrances;

c. any and all rights of priority to the Assigned IP therein in any country as may now or hereafter be granted to it by law, treaty or other international convention; and

d. any and all income, royalties, damages or payments due, accrued, or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages or payments by reason or infringement or unauthorized use of the Assigned IP, along with all causes of action, rights to enforce, sue for, and recover or collect from past, existing, and future infringement, misappropriation, or other violation or impairment of any of the Assigned IP; the same to be held and enjoyed by Assignee, its successors and assigns or their legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if the assignment as contemplated by this Assignment and Assumption Agreement had not been made.

2. **Assignment of Goodwill.** With respect to the Trademarks (as defined in Annex A), effective as of the Effective Date, Assignor hereby irrevocably sells, assigns, transfers, conveys, sets over and delivers to Assignee, Assignor's entire right, title and interest, for all jurisdictions throughout the world, including all countries and political entities, in and to the Trademarks and any and all associated goodwill owned by Assignor which arises from the use of the Trademarks, including all common law rights acquired and accrued by the use in connection therewith, the same to be held and enjoyed by Assignee, its successors, permitted assigns or legal representatives.

3. **Recordation.** Assignee hereby requests, and Assignor hereby grants to the Assignee and its legal representatives, all rights necessary to record this assignment or such other documentation with the United States Patent and Trademark Office and any similar intellectual property office or government agency in any jurisdiction throughout the world.

4. **Further Actions.** Each of the parties covenants and agrees, at its own expense, to execute and deliver, at the request of the other party, such further instruments of transfer, assignment, and recordation as applicable to the Assigned IP, and to take such other action as such other party may reasonably request to more effectively consummate the assignments and assumptions contemplated by this Assignment and Assumption Agreement.

5. **Termination of License Agreement.** Pursuant to Section 3(b) of the License Agreement, the Assignor and Assignee hereby agree that the License Agreement shall terminate as of the date hereof.

6. **Governing Law.** This Assignment and Assumption Agreement shall be governed by and construed and enforced in accordance with the internal laws (as opposed to the conflicts of laws provisions) of the State of Delaware.

7. **Binding Effect; Assignment.** This Assignment and Assumption Agreement and all of the provisions hereof shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

8. **Execution in Counterparts.** This Assignment and Assumption Agreement may be executed in any number of counterparts with the same effect as if the signatures thereto were upon one instrument.

9. **Amendments.** No amendment of any provision of this Assignment and Assumption Agreement shall be valid unless the same shall be in writing and signed by Assignor and Assignee.

IN WITNESS WHEREOF, the parties have executed this Assignment and Assumption Agreement as of the Effective Date.

3DR LABORATORIES, LLC

("Assignor")

By: David E. Ferguson
Name: David E. Ferguson
Title: Chairman & Sr. Managing Director

3DR LABS, LLC

("Assignee")

By: David E. Ferguson
Name: David E. Ferguson
Title: Chairman & Sr. Managing Director

*[Signature page to the Assignment and Assumption Agreement
by and between 3DR Labs II, LLC and 3DR Laboratories, LLC]*

TRADEMARK
REEL: 006914 FRAME: 0789

ANNEX A - Assignables¹

Intellectual Property, Patents and Patent Applications

1. Any and all customer contracts by and between any customer and 3DR Laboratories, LLC;
2. Software Licenses granted by Mercury Computer Systems, Inc. to 3DR, Inc. pursuant to Agreement dated March 27, 2007, as amended;
3. Products rented and software licensed by TeraRecon, Inc. to 3DR Laboratories, LLC, pursuant to the Rental Agreement dated 12/31/2010;
4. eCommerce – 3DR Academy Web Site;
5. Products and Services Licensed by Visage Imaging, Inc. to 3DR Laboratories, LLC, pursuant to the Invoice and Quote dated 3/8/2012 (superseded by Business Associate Agreement dated September 8, 2018 by and among the Company, Labs II, and Visage Imaging, Inc.)
6. Vital Images Software License (superseded by Vital Images License Agreement dated September 30, 2015 by and between Labs II and Vital Images, Inc.)
7. Methods and Systems for Facilitating Image Post-Processing Patent Application having serial number 12/248,375, publication number US 2009-0100105 A1²
8. 3DQ Software (to the extent Assignor has any rights)
9. Di-Cellerator Software (to the extent Assignor has any rights)
10. Any and all proprietary training materials, including wikis, textbooks, and sample images (to the extent Assignor has any rights)
11. Domain Names (to the extent Assignor has any rights):
 - a. 3drinc.com
 - b. 3drinc.net
 - c. 3dracademy.com
 - d. 3drlab.com
 - e. 3drlaboratories.com

¹ Note to Sellers: Most of these comments add in IP that was listed on the license agreement. Please explain why this IP from the license agreement was not included here or confirm that it is no longer in use by the Company.

Note to Buyer: The Software, Documentation, and Distribution Licenses granted by Calgary Scientific, Inc. to 3DR Laboratories, LLC, pursuant to the License Agreement dated 9/7/2011 was terminated approximately one year from the date of signing in 2012.

² Patent application denied for failure to respond in 2015.

f. 3drlaboratory.com

g. 3drlabs.com

12. The trademarks owned by 3DR Laboratories, LLC, both common law trademarks and registered trademarks (the “Trademarks”):

Common Law Trademarks (to the extent Assignor has any rights in the following):




“Di-Cellerator”

“Dicelerator”

“Dicellerator”

“3DQ”

Registered Trademarks

Trademark:	Application #:	Registration #:	Registration Date:	Goods:
3DR	77/484,811	3,585,981	10-Mar-2009	35: Outsourcing services in the field of medical imaging
3DR	77/484,788	3,649,676	07-Jul-2009	42: Application service provider (ASP) featuring software for use in analyzing digital images; computer application software services, namely computer software design
3DR (terminated for lack of use)	77/484,772	3,579,313	24-Feb-2009	41: Training in the field of medical imaging; educational services, namely, providing online classes, courses and seminars in the field of medical imaging for certification; training in the field of three dimensional imaging; educational services, namely, providing online classes, courses and seminars in the field of three dimensional imaging for certification
	77/484,789	3,649,677	07-Jul-2009	42: Application service provider (ASP) featuring software for use in analyzing digital images; computer application software services, namely computer software design
	77/484,810	3,579,317	24-Feb-2009	35: Outsourcing services in the field of medical imaging
 (terminated for lack of use)	77484773	3579314	24-Feb-2009	41: Training in the field of medical imaging; educational services, namely, providing online classes, courses and seminars in the field of medical imaging for certification; training in the field of three dimensional imaging; educational services, namely, providing online classes, courses and seminars in the field of three dimensional imaging for certification

Equipment and Software³

1. Vital Images Software
2. 3DR - Visage CS 4-user Thin Client/Server bundle - Visage PACS
3. VisageCS 8-user Thin Client/Server Bundle, one year warranty
4. VisageCS 4 User Thin client Bundle 1TB RAID, v.3.0
5. VisageCS 24-user Thin Client/Server Bundle, one year warranty
6. VisageCS 4-User Thin Client Bundle 3TB RAID, v.3.0 (HP)
7. VisageCS 4-User Thin Client Bundle 3TB RAID, v.3.0 (HP)
8. VisageCS 4-User Thin Client Bundle 3TB RAID, v.3.0 (HP)
9. VisageCS 4-User Thin Client Bundle 3TB RAID, v.3.0 (HP)*

*Please note that some of the VisageCS server bundles listed on this Annex A have been reconfigured since the date of the original License Agreement.

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³ Equipment no longer in use by the Company: CDW Vitale machine upgrade; CDW Vital work station upgrade; Vitale machine replacement.