

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM574589

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NantHealth, Inc.		01/29/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	VCCP Holdings, Inc.		
Street Address:	1117 South California Ave.		
Internal Address:	c/o Paul Hastings		
City:	Palo Alto		
State/Country:	CALIFORNIA		
Postal Code:	94304		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	85363471	HBOX	
Serial Number:	88568892	SLIPSTREAM	
Serial Number:	88568924	SLIPSTREAM	
Serial Number:	88568938	SLIPSTREAM	
Serial Number:	88568945	SLIPSTREAM	
CORRESPONDENCE DATA			
Fax Number:	9497609502		
<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:	949-760-0404		
Email:	efiling@knobbe.com		
Correspondent Name:	KNOBBE, MARTENS, OLSON & BEAR, LLP		
Address Line 1:	2040 MAIN STREET, 14TH FLOOR		
Address Line 4:	IRVINE, CALIFORNIA 92614		
ATTORNEY DOCKET NUMBER:	MASNT.000GEN		
NAME OF SUBMITTER:	Deborah S. Shepherd		
SIGNATURE:	/Deborah S. Shepherd/		
DATE SIGNED:	05/01/2020		

OP \$140.00 85363471

Total Attachments: 6

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TRADEMARK ASSIGNMENT

This Trademark Assignment (hereinafter referred to as "Assignment") is effective as of the 3rd day of February, 2020, by and between NantHealth, Inc., a Delaware corporation having a place of business at 9920 Jefferson Blvd., Culver City, California 90232 (hereinafter referred to as "ASSIGNOR"), and VCCB Holdings, Inc., a Delaware corporation (hereinafter referred to as "ASSIGNEE").

WHEREAS, ASSIGNOR, on the one hand, and ASSIGNEE and certain of its affiliates, on the other hand, have entered into that certain Asset Purchase Agreement, dated January 13, 2020 (the "Purchase Agreement"), pursuant to which ASSIGNOR has agreed to assign certain assets to ASSIGNEE and its affiliates.

WHEREAS, pursuant to the Purchase Agreement, ASSIGNOR desires to assign to ASSIGNEE, and ASSIGNEE desires to accept, all right, title and interest in and to the trademarks, trade names, corporate names, business names, trade styles, service marks, service names, logos, slogans, 800 numbers, domain names, URLs, social media accounts, and other source or business identifiers and general intangibles of like nature, together with all rights of any kind or nature therein and all goodwill associated therewith, whether registered or unregistered and whether arising under the laws of the United States or any state or territory thereof or any other jurisdiction anywhere in the world, and registrations and applications for registration with respect to any of the foregoing, in each case, that are set forth on Schedule A hereto, and all rights appurtenant thereto, including but not limited to all trade dress rights and similar designation of origin and rights therein, common law rights, trade name rights, and the right to recover for past infringement throughout the world (the "Trademarks").

NOW, THEREFORE, in consideration of the premises and the mutual agreements and other covenants set forth herein, and such other good and valuable consideration as agreed between the ASSIGNOR and ASSIGNEE under the Purchase Agreement, the receipt of which is hereby acknowledged, the ASSIGNOR makes the following assignment and ASSIGNOR and ASSIGNEE agree as follows:

1. Assignment of Trademarks.

ASSIGNOR hereby assigns and sells to ASSIGNEE all rights, title and interest in and to the Trademarks throughout the world, for all of the goods and/or services in conjunction with which the Trademarks are used, together with the goodwill of the business symbolized by the Trademarks; said rights, title and interest include, without limitation, any and all causes of action heretofore accrued in ASSIGNOR's favor for infringement or other violation of the aforesaid rights, to have and to hold the same unto ASSIGNEE, its successors, assigns and nominees, for the full duration of all such rights, and any renewals and extensions thereof, as fully and entirely as the same would have been held by ASSIGNOR had this assignment and transfer not been made.

2. Further Assurances.

ASSIGNOR agrees, at the request of ASSIGNEE, to execute and deliver, or cause to be executed and delivered, any and all other instruments in writing, further applications, papers, affidavits, assignments and other documents, which may be reasonably required or necessary to more effectively secure to, record in the name of, protect and vest in, ASSIGNEE and its successors and assigns, the entire right, title and interest in and to the Trademarks and otherwise to effectuate fully the purposes, terms and conditions of this Assignment.

3. Miscellaneous.

This Assignment shall not enlarge, restrict or otherwise modify the terms of the Purchase Agreement or constitute a waiver or release of any of the terms of the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern. If, for any reason, a court of competent jurisdiction finds any provision of this Assignment, or portion thereof, to be invalid or unenforceable, that provision shall be limited or eliminated to the minimum extent necessary so that this Assignment shall otherwise remain in full force and effect and enforceable. This Assignment will be governed by and construed in accordance with the laws of the State of California, without regard to applicable principles of conflicts of law.

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 29th day of
January 20, 2020

Assignor (Conveying Party)

NantHealth, Inc.
Delaware

By: [Signature]

Name: Bob Peterson

Title: CFO

Date: 1/29/2020

Assignee (Receiving Party)

VCCB Holdings, Inc.
Delaware

By: _____

Name: Micah Young

Title: President

Date: _____

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF _____ }
COUNTY OF _____ } ss.

On _____, before me, _____, notary public, personally appeared _____ and _____ who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[SEAL]

See Attached CA Acknowledgment
Notary Signature

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

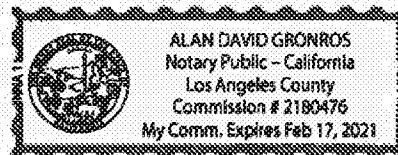
STATE OF CALIFORNIA)
COUNTY OF Los Angeles) ss.

On Jan. 29, 2020, before me, Alan David Gronros, Notary Public, personally appeared Bob Petrov, who proved to me on the basis of satisfactory evidence to be the person(~~s~~) whose name(~~s~~) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.


Signature _____ (Seal)



IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 31 day of JANUARY, 2020

Assignor (Conveying Party)

NantHealth, Inc.
Delaware

By: _____

Name: _____

Title: _____

Date: _____

Assignee (Receiving Party)

VCCB Holdings, Inc.
Delaware

By: [Signature]

Name: Micah Young

Title: President

Date: 1/31/2020

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF _____ }
COUNTY OF _____ } ss.

On 01/31/2020, before me, Khushbu S. Punjabi, notary public, personally appeared Micah Young and _____ who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[SEAL]



[Signature]
Notary Signature

[Signature Page to Trademark Assignment]

SCHEDULE A

TRADEMARKS AND TRADEMARK APPLICATIONS

Trademark	Status	Country	Application No.	Filing Date	Registration No.	Classes	Registration Date
DEVICECONX	Registered	Singapore	T1412399F	2014-08-06	T1412399F	09	2014-08-06
HBOX	Registered	European Union (Community)	013145255	2014-08-05	013145255	09	2016-09-08
HBOX	Registered	Singapore	T1411855J	2014-07-25	T1411855J	09	2014-07-25
HBOX	Registered	United States	85/363471	2011-07-05		09	2012-05-08
SLIPSTREAM	Pending	United States	88/568892	2019-08-06		09	
SLIPSTREAM	Pending	United States	88/568924	2019-08-06		20	
SLIPSTREAM	Pending	United States	88/568938	2019-08-06		42	
SLIPSTREAM	Pending	United States	88/568945	2019-08-06		44	