

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM585079

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|---|--|-----------------------|---------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| ClinicAnywhere, LLC | | 07/07/2020 | Limited Liability Company: ALABAMA |
| RECEIVING PARTY DATA | | | |
| Name: | ClinicAnywhere, LLC | | |
| Street Address: | 1 East Wacker Drive | | |
| Internal Address: | Suite 2900 | | |
| City: | Chicago | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60601 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4453195 | CLINICANYWHERE | |
| 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: | 4155911000 | | |
| Email: | TrademarksCH@winston.com | | |
| Correspondent Name: | Becky L. Troutman, Winston & Strawn LLP | | |
| Address Line 1: | 101 California Street | | |
| Address Line 4: | San Francisco, CALIFORNIA 94111 | | |
| NAME OF SUBMITTER: | Becky L. Troutman | | |
| SIGNATURE: | /Becky L. Troutman/ | | |
| DATE SIGNED: | 07/07/2020 | | |
| Total Attachments: 7 | | | |
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| source=ClinicAnywhere - IP Assignment Agreement#page2.tif | | | |
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IP ASSIGNMENT AGREEMENT

This IP Assignment Agreement is entered into as of July 7, 2020 (this "Assignment Agreement"), by and between ClinicAnywhere, LLC, an Alabama limited liability company with a mailing address of P.O. Box 360127, Birmingham, Alabama 35236 ("Assignor"), and ClinicAnywhere, LLC, a Delaware limited liability company with a principal place of business of 1 East Wacker Drive, Suite 2900, Chicago, Illinois 60601 ("Assignee").

A. Assignor, Assignee, and certain other parties thereto have entered into that certain Asset Purchase Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Purchase Agreement"), pursuant to which, among other things and subject to the terms and conditions set forth therein, Assignee shall purchase, acquire, assume and take, or cause to be purchased, acquired, assumed, and taken, assignment and delivery of an undivided interest in all of the rights, titles and interests in, to and under the Acquired Assets (as defined in the Purchase Agreement)";

B. The execution and delivery of this Assignment Agreement is required pursuant to the closing of the transactions contemplated by the Purchase Agreement; and

C. Assignor is willing to assign to Assignee all rights it may have in and to all Intellectual Property (as defined in the Purchase Agreement) on the terms and subject to the conditions set forth in this Assignment Agreement.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor and Assignee, Assignor and Assignee agree as follows:

1. Definitions. Unless otherwise defined herein, each capitalized term used herein shall have the meaning assigned thereto in the Purchase Agreement.

2. Assignment. Effective as of the date hereof, Assignor hereby irrevocably sells, assigns, conveys, transfers, sets over, and delivers to Assignee, its successors and assigns, all of Assignor's worldwide right, title and interest in and to all work and all Intellectual Property, including without limitation all worldwide right, title and interest in and to any of the following that are Acquired Assets:

(a) utility patents, utility model patents, design patents and industrial designs and inventors' certificates, all applications for and inventions disclosed in any of the foregoing, including all provisionals, divisionals, continuations, continuations-in-part, reissues, reexaminations, renewals and extensions of any of the foregoing and all rights to claim priority of any of the foregoing, including the patents and patent applications identified in Exhibit A attached hereto (the "Transferred Patents"), any related or corresponding United States provisional or non-provisional application embodying the inventions described in the Transferred Patents or any other United States application claiming priority to a provisional application under 35 U.S.C. § 119(e) or converted therefrom, or any application claiming the benefit of a non-provisional application under 35 U.S.C. §120, including all divisions, continuations, reexaminations, and reissues thereof and all patents that may be granted thereon, including any other counterparts thereto worldwide, patents of addition, utility models, inventors' certificates, industrial property protection, patent rights and right to claim priority thereto in any country, and all extensions and renewals thereof existing now or in the future, including, without limitation, all applications for patents, utility models and designs that may hereafter be filed for in any country or countries other than the United States, together with the right to file such applications under the patent laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the

country in which any such application is filed, as may be applicable, and all forms of industrial property protection, including without limitation, patents, utility models, inventors' certificates and designs, which may be granted in any country or countries foreign to the United States and all extensions, renewals and reissues therefor;

(b) trademarks, service marks, certification marks, trade dress, trade names and logos, corporate names, fictitious business names, domain names, social media accounts and other indicia of origin, including the trademarks, trademark registrations, trademark applications and domain names, including the trademark applications and registrations, common law trademarks, domain names, and social media accounts identified in Exhibit A (the "Transferred Trademarks"), all registrations and applications for any of the foregoing, renewals and extensions thereof, the ongoing and existing business of Assignor to which the Transferred Trademarks pertain, all goodwill associated with any of the foregoing, and any other trademark, service mark or trade dress intentionally similar or confusingly similar to any of the foregoing;

(c) works of authorship, copyrights and design rights, mask works, computer software, databases, source code, object code, development tools, comments, user interfaces, menus, buttons, and icons; and all files, data, scripts, application programming interfaces, manuals, design notes, programmers' notes, architecture, algorithms, and other items and documentation related thereto or associated therewith; and any derivative works, foreign language versions, fixes, upgrades, updates, enhancements, new versions, previous versions, new releases, and previous releases thereof; and all media and other tangible property necessary for the delivery or transfer thereof, and all rights therein, including the copyright applications and registrations and software and databases identified in Exhibit A (the "Transferred Copyrights"), all registrations and applications for any of the foregoing, renewals and extensions thereof and all moral rights associated with any of the foregoing;

(d) inventions, invention disclosures, improvements, algorithms, data, technology, specifications, designs, drawings, images, samples, proprietary information, trade secrets, know-how, compositions, formulas, methods, processes, manufacturing techniques, customer lists, supplier lists and financial information, including the trade secrets identified in Exhibit A (the "Transferred Trade Secrets");

(e) all other intellectual property and proprietary rights in, arising out of, in connection with or in relation to any of the foregoing ((a) through (e) are collectively referred to as the "Transferred Intellectual Property"), the same to be held and enjoyed by Assignee, its successors and assigns;

(f) all of Assignor's right to file patent, trademark and copyright applications in the United States and throughout the world for the Transferred Intellectual Property in the name of Assignee, its successors and assigns; and

(g) all claims, demands, income, damages, royalties, payments, accounts and accounts receivable now or hereafter due and/or payable, and rights to causes of action and remedies, related to any of the Transferred Intellectual Property, including without limitation all proceeds to infringement suits, the right to sue and prosecute for past, present and future infringement, misappropriation or other violation of rights related to the Transferred Intellectual Property, and all rights corresponding thereto throughout the world for the Transferred Intellectual Property rights assigned herein.

3. Authorization. Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States, the Register of Copyrights of the United States, and the corresponding entities, agencies or registrars in the United States or any applicable foreign jurisdictions, whose duty is to issue patents, trademarks, copyrights or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to Assignee and to record Assignee as owner of the Transferred

Patents, Trademarks and Copyrights, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.

4. Further Assurances. Assignor shall provide Assignee, its successors and assigns with all such assistance as it may reasonably request for the full utilization of the rights granted in Section 1, above.

5. Successors and Assigns. This Assignment Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

6. Entire Agreement; Modification. This Assignment Agreement and the Purchase Agreement supersede all prior agreements and understandings between the parties or any of their respective Affiliates (written or oral) relating to the subject matter hereof and thereof, and is intended to be the entire and complete statement of the terms of the agreement between the parties, and may be amended or modified only by a written instrument executed by the parties. The waiver by one party of any breach of this Assignment Agreement by the other party shall not be considered to be a waiver of any succeeding breach (whether of a similar or a dissimilar nature) of any such provision or other provision or a waiver of any such provision itself.

7. Section and Other Headings. The section and other headings contained in this Assignment Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Assignment Agreement.

8. Governing Law. This Assignment Agreement shall be exclusively interpreted and governed by the Laws of the State of Delaware, without regard to its conflict of law provisions.

9. Counterparts. This Assignment Agreement may be executed in two or more counterparts (including by facsimile or electronic transmission in .pdf or other similar electronic format), each of which shall be deemed to be an original, and such counterparts shall together constitute one and the same instrument.

10. Severability. Any provision of this Assignment Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition and unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

11. No Third Party Beneficiaries. Except as set forth in this Section 11, neither this Assignment Agreement nor any provision hereof is intended to confer upon any Person (other than the parties) any rights or remedies hereunder.

12. Consent to Jurisdiction. The parties hereby irrevocably consent and voluntarily submit in any suit, action or proceeding arising out of or relating to this Assignment Agreement or any of the transactions contemplated hereby to personal jurisdiction in the State of Delaware in and by the federal, state and local courts located in the State of Delaware. The Parties each irrevocably and unconditionally waives and agrees not to plead, to the fullest extent permitted by Law, any objection that it may now or hereafter have to the laying of venue or the convenience of the forum of any action with respect to this Assignment Agreement.

13. Construction. The Parties have participated jointly in the negotiation and drafting of this Assignment Agreement. In the event an ambiguity or question of intent or interpretation arises, this Assignment Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden

of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Assignment Agreement.

14. Interpretation. References in this Assignment Agreement to any gender include references to all genders, and references to the singular include references to the plural and vice versa. The words “include”, “includes” and “including” when used in this Assignment Agreement shall be deemed to be followed by the phrase “without limitation”. Unless the context otherwise requires, references in this Assignment Agreement to Articles, Sections and Schedules shall be deemed references to Articles and Sections of, and Schedules to, this Assignment Agreement. Unless the context otherwise requires, the words “hereof”, “hereby” and “herein” and words of similar meaning when used in this Assignment Agreement refer to this Assignment Agreement in its entirety and not to any particular Article, Section or provision of this Assignment Agreement. All references to contracts, agreements, leases or other arrangements shall refer to oral as well as written matters.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this IP Assignment Agreement as of the date first written above.

ASSIGNOR:

CLINICANYWHERE, LLC

By: 
Name: Mike Jones
Title: Chief Executive Officer

ASSIGNEE:

CLINICANYWHERE, LLC

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have executed this IP Assignment Agreement as of the date first written above.

ASSIGNOR:

CLINICANYWHERE, LLC

By: _____
Name: _____
Title: _____

ASSIGNEE:

CLINICANYWHERE, LLC

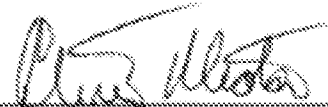
By:  _____
Name: Chris Mioton
Title: Chairman and President

EXHIBIT A

Transferred Intellectual Property

Transferred Trademarks:

Trademark Applications and Registrations:

Clinic)Anywhere

Jurisdiction: United States

Reg. No.: 4453195

Reg. Date: December 24, 2013

Common Law Trademarks:

N/A

Domain Names:

clinicanywhere.com

Social Media Accounts:

<https://www.linkedin.com/company/clinic-anywhere/>

<https://www.facebook.com/ClinicAnywhere-1442580092713658/>

<https://twitter.com/clinicanywhere>