

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM590452

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900554435		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Aveus, LLC		05/18/2018	Limited Liability Company: MINNESOTA
RECEIVING PARTY DATA			
Name:	Medecision, Inc.		
Street Address:	500 N. Akard Street		
Internal Address:	Suite 1400		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	Corporation: PENNSYLVANIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4164210	AVEUS	
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>			
Email:	gmccormack@jw.com		
Correspondent Name:	Jackson Walker L.L.P.		
Address Line 1:	2323 Ross Avenue		
Address Line 2:	Suite 600		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	138737.00001		
NAME OF SUBMITTER:	Greg McCormack		
SIGNATURE:	/Greg McCormack/		
DATE SIGNED:	08/05/2020		
Total Attachments: 8			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (“*IP Assignment*”), dated as of May 18, 2018, is made by Aveus, LLC, a Minnesota limited liability company (“*Assignor*”), in favor of Medecision, Inc., a Pennsylvania corporation (“*Assignee*”), the purchaser of all of the assets of Assignor pursuant to that certain Asset Purchase Agreement by and among Assignor, Assignee, Chris LaVictoire Mahai and Duane White, dated as of the date hereof (the “*Purchase Agreement*”).

Under the terms of the Purchase Agreement, Assignor has conveyed, transferred and assigned to Assignee, among other assets, certain intellectual property of Assignor, and has agreed to sign and deliver this IP Assignment, for recording with governmental authorities including, but not limited to, the US Patent and Trademark Office and the US Copyright Office;

Assignor agrees as follows:

1. Assignment. In consideration for the signing of the Purchase Agreement, the payment of the consideration stipulated in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency are acknowledged, Assignor irrevocably conveys, transfers and assigns to Assignee all of Assignor’s right, title and interest in and to the following (the “*Assigned IP*”):

(a) the patents and patent applications set forth in Schedule 1 (attached) and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals thereof (the “*Patents*”);

(b) the trademark registrations and applications set forth in Schedule 2 (attached), together with the goodwill connected with the use of and symbolized thereby and all issuances, extensions and renewals thereof (the “*Trademarks*”);

(c) the copyright registrations and applications for registration set forth in Schedule 3 (attached) and all issuances, extensions and renewals thereof (the “*Copyrights*”);

(d) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(e) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(f) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date of this IP Assignment, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other governmental officials to record and register this IP Assignment upon request by Assignee. Assignor will take such

steps and actions following the date of IP Assignment, including the signing of any documents, files, registrations, or other similar items, to ensure that the Assigned IP is properly assigned to Assignee, or any assignee or successor thereto.

3. Terms of the Purchase Agreement. The terms of the Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Assigned IP may not be superseded but will remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms of this IP Assignment, the terms of the Purchase Agreement govern.

4. Counterparts. This IP Assignment may be signed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail or other means of electronic transmission are deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

5. Successors and Assigns. This IP Assignment is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This IP Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based on, arising out of or relating to this IP Assignment and the transactions contemplated by this IP Assignment are governed by, and construed in accordance with, the laws of the United States and the State of Texas, without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction).

[Signature page follows]

This IP Assignment has been duly signed and delivered by a duly authorized officer of Assignor as of the date first above written.

ASSIGNOR

AVEUS, LLC

By: 

Name: Chris LaVictoire Mahai

Title: Chief Manager

SCHEDULE 1

ASSIGNED PATENTS AND PATENT APPLICATIONS

None. p

SCHEDULE 2

ASSIGNED TRADEMARKS REGISTRATIONS AND TRADEMARK APPLICATIONS

TRADEMARK DOCKET

(updated August 19, 2017)

	Mark	Serial No. Reg. No.	Class	Application Filed / Registered	Status	Goods/Services
1. ®	AVEUS	75864632/ 2511887	35	11/27/01	* registration not renewed; new application filed to reflect current uses of mark (Serial No. 85457043)	Advertising agencies, namely, promoting the goods and services of others via web sites on a global computer network, and conducting market research, studies and surveys. FIRST USE: 2/15/2000 FIRST USE IN COMMERCE: 2/15/2000
2. ®	AVEUS	85457043/ 4184210	35	10/26/11	Registered 6/26/12 Sec 8 & 15 Five Year Renewal Made 7/5/17 Accepted 8/10/17 <u>Next Filing</u> Sec 8 & 9 Ten Year Renewal Due 8/26/21-22	Business consulting services in the field of organizational change management, Business consulting services relating to the integration of the areas of business process economics, organizational planning, change management, and operational sustainability; Business consulting services, namely, providing assistance in development of management strategies and creative ideation; Business consulting, management, planning and supervision; Management and business consulting services in the field of an organization's operational performance, business and organizational strategy development, organizational change management, and customer experience; Marketing consulting FIRST USE: 6/30/2002 FIRST USE IN COMMERCE: 6/30/2002
			41			Education services, namely, providing live and on-line classes, seminars, workshops and working groups in the field of an organization's business and operational performance, business and organizational strategy development, organizational change management, and customer experience FIRST USE: 6/30/2002 FIRST USE IN COMMERCE: 6/30/2002
			42			Computer services, namely, designing and implementing web sites and network web pages for others. FIRST USE: 2/15/2000 FIRST USE IN COMMERCE: 2/15/2000 Abandoned Class

Tools (Consulting Models, Tools and Methodologies) (Protected under Aveus Trademark):

- Customer experience model and related tools
 - o Journey maps
 - o Human Centered Design tools
 - o Scoring tools
 - o CX maturity model and assessment
 - o CX in Context Workshops 1 and 2

- Change Leadership and Management
 - o Readiness for change assessment
 - o Trust model
 - o Change teaching models, tools and handouts
 - o Appreciative inquiry exercises
 - o Leading and managing change training materials

- Strategy
 - o Strategic Assumption Testing
 - o Strategic Intent and Planning formats
 - o Strategy: Business, Brand, Operating and Execution in 15 questions
 - o Big Easy and Stop Change Create tools

- BOLD leader
 - o Personal assessment tool
 - o Validation assessment tool
 - o BOLD leader program design for organizations

- ROAR:
 - o ROAR Profile (SPFL) assessment tool
 - o Workshop materials

- OTHER (Miscellaneous)
 - o Simulation and training materials
 - o Workshop exercises and related tools
 - o Diagnostic and research tools

SCHEDULE 3

ASSIGNED COPYRIGHTS REGISTRATIONS AND APPLICATIONS

Copyrighted Material (Books and Written Work) (Published under “Out of the Ordinary Media” Trade Name:

Soon to be published: *BOLD: Essential Leadership for Transformative Change*
by Chris LaVictoire Mahai

*ROAR: Strengthening Business Performance through Speed, Predictability,
Flexibility, and Leverage* by Chris LaVictoire Mahai, 2012

*Domino: How Customer Experience Can Tip Everything in Your Business
toward Better Financial Performance* by Linda Ireland, 2009

THEM: The Handy Experience Manual by Chris LaVictoire Mahai and Linda
Ireland, 2007