

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM604487

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MC10, Inc.		09/30/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Medidata Solutions, Inc.		
Street Address:	330 Hudson Street		
Internal Address:	Suite 9		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10014		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4726162	BIOSTAMP	
Registration Number:	4882335	MC10	
Registration Number:	5023628	BIOSTAMPRC	
Registration Number:	5129817	BIOSTAMP RESEARCH CONNECT	
Registration Number:	5177415	RESHAPING RESEARCH	
Registration Number:	5448918	RESHAPING HEALTHCARE	
Registration Number:	5460543	BIOSTAMP NPOINT	
CORRESPONDENCE DATA			
Fax Number:	2125453401		
<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:	2125921418		
Email:	bwerbin@herrick.com		
Correspondent Name:	Barry Werbin		
Address Line 1:	Two Park Avenue		
Address Line 2:	Herrick, Feinstein LLP 22d Floor		
Address Line 4:	New York, NEW YORK 10016		
NAME OF SUBMITTER:	Barry Werbin		
SIGNATURE:	/Barry Werbin/		

CH \$190.00 4726162

DATE SIGNED:

10/22/2020

Total Attachments: 5

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (“Agreement”) is made as of September 30, 2020, between MC10, Inc. a Delaware corporation with an address at PO Box 729, Bolton, MA 01740, (the “Assignor”) and Medidata Solutions, Inc., a Delaware corporation with an address at 330 Hudson Street, Suite 9, New York, NY 10014 (“Assignee”).

WHEREAS, Assignor is the owner of all right, title and interest in and to the trademarks and service marks listed on the attached Schedule A, the United States Patent and Trademark Office (“USPTO”) registrations and applications for registration therefor, and the common law rights therein (collectively, the “Marks”), together with the goodwill of the business developed through the use of the Marks;

WHEREAS, Assignee is desirous of acquiring all of Assignor’s rights in the Marks, together with the goodwill of the business symbolized thereby;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. Assignor hereby assigns and transfers to Assignee, its entire worldwide right, title, interest in and to the Marks, and the goodwill of the business associated with the Marks, including the right to sue for and receive all damages for any past and future infringements of the Marks, the same to be held and enjoyed by Assignee, its successors and assigns.
2. Assignor warrants and represents that it is the sole owner of the Marks and the trademark rights being assigned herein, and has full authority to make this assignment; that the Marks have not heretofore been pledged or otherwise encumbered, and are in all respects free and clear of liens and encumbrances; that Assignor is not aware of any claim that the Marks infringe the rights of any third party; and that Assignor has not entered into any contract, license or commitment that will or may impair the Assignee’s rights hereunder.
3. The parties acknowledge that, with respect to those USPTO intent-to-use applications filed by Assignor under 15 U.S.C. §1051(b) and listed on Schedule A, pursuant to 15 U.S.C. §1060(a)(1), Assignee is the successor to the business of the Assignor or the portion thereof to which such marks pertain.
4. This Agreement may be recorded by Assignee in its sole discretion as it deems appropriate with the USPTO or any other government trademark office in the world, without further notice to Assignor.
5. Assignor agrees that it will execute such documentation as may be reasonably necessary in the future to effectuate the intent of this Agreement.
6. This Agreement shall be governed, interpreted and enforced by the laws of the State of New York, without regard to its conflicts of law policies.
7. This Agreement may be executed in counterparts, including by electronic and digital means, each of which shall be deemed an original but both of which together shall constitute one


and the same instrument.

8. The parties acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in that certain Asset Purchase Agreement by and between Assignor and Assignee, dated as of September 30, 2020, shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein.

[Signature page follows]

ASSIGNOR

MC10, INC., a Delaware corporation

By 

Name: Barry Kallander

Title: President

ASSIGNEE

MEDIDATA SOLUTIONS, INC., a Delaware corporation

By _____

Name: Michael Otner

Title: EVP and General Counsel

[Signature Page to Trademark Assignment]

ASSIGNOR

MC10, INC., a Delaware corporation


By _____

Name: Barry Kallander

Title: President

ASSIGNEE

MEDIDATA SOLUTIONS, INC., a Delaware corporation

By  _____

Name: Michael Otner

Title: EVP and General Counsel

SCHEDULE "A"

Mark	Status	Appl./Serial No.	File Date	Reg. No.	Reg. Date	Country
RESHAPING RESEARCH	REGISTERED	1780313	42492	TMA1037409	43654	CANADA
RESHAPING HEALTHCARE	REGISTERED	1780302	42492	TMA1037410	43654	CANADA
BIOSTAMP RESEARCH CONNECT	REGISTERED	1755486	42326	TMA1038752	43655	CANADA
WiSP	REGISTERED	1731161	42158	TMA1038573	43655	CANADA
BIOSTAMP NPOINT	REGISTERED	1859934	43000	TMA1039015	43656	CANADA
BIOSTAMP	REGISTERED	1679602	41793	TMA939734	42524	CANADA
MC10 & Des.	REGISTERED	1702045	41953	TMA954,624	42682	CANADA
BIOSTAMPRC	REGISTERED	1750237	42290	TMA1007136	43392	CANADA
MC10 & Des.	REGISTERED	13 420 963	41943	13 420 963	42086	EUROPEAN UNION
WiSP	REGISTERED	14 244 792	42167	14 244 792	42460	EUROPEAN UNION
BIOSTAMPRC	REGISTERED	14 671 721	42289	14 671 721	42396	EUROPEAN UNION
BIOSTAMP RESEARCH CONNECT	REGISTERED	14 811 293	42327	14 811 293	42485	EUROPEAN UNION
RESHAPING RESEARCH	REGISTERED	15 411 465	42499	15 411 465	42650	EUROPEAN UNION
RESHAPING HEALTHCARE	REGISTERED	15 414 014	42499	15 414 014	42614	EUROPEAN UNION
BIOSTAMP NPOINT	REGISTERED	17 255 861	43006	17 255 861	43125	EUROPEAN UNION
BIOSTAMP NPOINT	REGISTERED	2017-140,969	43033	6024526	43161	JAPAN
RESHAPING RESEARCH	REGISTERED	2016-49,525	42496	5940328	42839	JAPAN
BIOSTAMP	REGISTERED	86/138,311	41617	4726162	42122	UNITED STATES
MC10 & Des.	REGISTERED	86/275,575	41767	4882335	42374	UNITED STATES
BIOSTAMPRC	REGISTERED	86/630,375	42138	5023628	42598	UNITED STATES
BIOSTAMP RESEARCH CONNECT	REGISTERED	86/678,610	42185	5129817	42759	UNITED STATES
RESHAPING RESEARCH	REGISTERED	86/818,308	42320	5177415	42829	UNITED STATES
RESHAPING HEALTHCARE	REGISTERED	86/818,290	42320	5448918	43207	UNITED STATES
BIOSTAMP NPOINT	REGISTERED	87/446,310	42866	5460543	43221	UNITED STATES