

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM610470

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Syneos Health US, Inc.		11/17/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Adheris, LLC		
Street Address:	1 Van de Graaff Drive, 5th Floor		
City:	Burlington		
State/Country:	MASSACHUSETTS		
Postal Code:	01803		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	5147092	PATIENT INHOME	
Registration Number:	5147089	PATIENT INOFFICE	
Registration Number:	5147091	PATIENT INPHARMACY	
Registration Number:	5147088	PHARMACIST INSTORE	
Registration Number:	5147090	PRESCRIBER INOFFICE	
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:	6174821776		
Email:	smordas@goulstonstorrs.com		
Correspondent Name:	Stacey Mordas		
Address Line 1:	400 Atlantic Avenue		
Address Line 4:	Boston, MASSACHUSETTS 02110		
NAME OF SUBMITTER:	Stacey A. Mordas		
SIGNATURE:	/Stacey A. Mordas/		
DATE SIGNED:	11/23/2020		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (“Assignment”) is dated as of November 17, 2020 (the “Effective Date”), and has been executed by and between Syneos Health US, Inc., a Delaware corporation (“Seller”), and Adheris, LLC, a Delaware limited liability company (“Company”) (each, a “Party” and collectively, the “Parties”).

RECITALS

WHEREAS, Seller is the record owner of the trademarks and trademark registrations, together with the goodwill of the business connected with the use of, or symbolized by, the foregoing, identified on Schedule A (collectively, the “Trademarks”);

WHEREAS, pursuant to the Purchase and Sale Agreement, dated as of November 17, 2020, by and between Seller, MedAdvisor WELAM USA Inc., a Massachusetts corporation (“Buyer”), and MedAdvisor Limited (the “Purchase Agreement”), Buyer has agreed to acquire and Seller has agreed to sell all of the Company Interests (as defined in the Purchase Agreement) and in connection therewith, Seller has agreed to assign the Trademarks to Company.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and agreements contained in the Purchase Agreement and in this Assignment, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. DEFINITIONS.

Terms in this Assignment that are capitalized but not specifically defined in this Assignment shall have the meanings set forth in the Purchase Agreement.

2. ASSIGNMENT AND COOPERATION.

2.1 Seller hereby assigns to Company, and Company hereby accepts, all of Seller’s right, title, and interest in and to the Trademarks, including without limitation, all past and present goodwill associated therewith or symbolized thereby, all common law rights thereto, all registrations that have been or may be granted thereon, all applications for registrations thereof, and all records and files related thereto, the right to claim priority in accordance with international treaties and conventions, the right to all income, royalties, damages and payments now or hereafter due or payable with respect to the Trademarks, the right to prosecute, maintain and defend the Trademarks before any public or private agency, office or registrar, together with the right to sue and recover damages for all causes of action (either in law or in equity) including for future or past infringements thereof. Seller hereby authorizes the Commissioner of Patents and Trademarks in the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries or multinational authorities, to record Company as the assignee of all of Seller’s right, title and interest in, to and under the Trademarks and to deliver to Company, and to Company’s attorneys, agents, successors or assigns, all official documents and communications.

2.2 Seller agrees to execute and deliver such other documents and to take all such other actions which the Company, its successors and assigns may reasonably request to effect the terms of this Assignment and to execute and deliver any and all affidavits, testimonies, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required to effect the terms of this Assignment.

3. TERMS OF PURCHASE AGREEMENT.

3.1 In the event of a conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

3.2 Except for the representations and warranties contained in the Purchase Agreement, neither Seller nor any other Person makes any other express, implied or statutory representation or warranty with respect to the Trademarks.

4. MISCELLANEOUS.

4.1 Binding Effect; Benefit. This Assignment shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

4.2 Amendments and Waivers. This Assignment may not be amended, supplemented or otherwise modified except in a written instrument executed by each of the Parties. No waiver by any of the Parties of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence. No waiver by any of the Parties of any of the provisions hereof shall be effective unless explicitly set forth in writing and executed by the Party sought to be charged with such waiver.

4.3 Headings. The section headings contained in this Assignment are for reference purposes only and shall not be deemed a part of this Assignment or affect in any way the meaning or interpretation of this Assignment.

4.4 Construction. The Parties have participated jointly in the negotiation and drafting of this Assignment. In the event an ambiguity or question of intent or interpretation arises, this Assignment 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.

4.5 Entire Agreement. This Assignment (including the Schedule hereto) and the other Transaction Documents constitute the entire agreement among the Parties with respect to the subject matter hereof and thereof and supersede any prior understandings, negotiations, agreements, or representations among the Parties of any nature, whether written or oral, to the extent they relate in any way to the subject matter hereof or thereof.

4.6 Severability. If any provision of this Assignment or the application of any such provision to any Person or circumstance shall be declared by any court of competent jurisdiction to be invalid, illegal, void or unenforceable in any respect, all other provisions of this Assignment, or the application of such provision to Persons or circumstances other than those as to which it has been held invalid, illegal, void or unenforceable, shall nevertheless remain in full force and effect and shall in no way be affected, impaired or invalidated thereby. Upon such determination that any provision, or the application of any such provision, is invalid, illegal, void or unenforceable, the Parties shall negotiate in good faith to amend or otherwise modify this Assignment so as to effect the original intent of the Parties as closely as possible to the fullest extent permitted by Law in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the greatest extent possible.

4.7 Governing Law. This Assignment and all claims or causes of action based upon, arising out of or relating to this Assignment and the transactions contemplated hereby, shall be governed by, and construed in accordance with, the Laws of the State of New York, without giving effect to principles or rules of conflict or choice of laws to the extent such principles or rules would require or permit the application of Laws of another jurisdiction.

4.8 Consent to Jurisdiction; Waiver of Jury Trial.

(a) Each of the Parties irrevocably submits to the exclusive jurisdiction of (i) state courts of the State of New York located in New York County and (ii) the United States District Court for the Southern District of the State of New York for the purposes of any suit, Action or other proceeding arising out of or relating to this Assignment (and irrevocably agrees not to commence any Action, suit or proceeding relating hereto except in such courts). Each of the Parties irrevocably and unconditionally waives any objection to the laying of venue of any Action, suit or proceeding arising out of or relating to this Assignment in (x) state courts of the State of New York located in New York County or (y) the United States District Court for the Southern District of the State of New York, and hereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such Action, suit or proceeding brought in any such court has been brought in an inconvenient forum. Notwithstanding the foregoing, each Party agrees that a final judgment in any Action or proceeding so brought shall be conclusive and may be enforced by suit on the judgment in any jurisdiction or in any other manner provided in law or in equity.

(b) EACH OF THE PARTIES IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS ASSIGNMENT OR THE ACTIONS OF THE PARTIES IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE OR ENFORCEMENT HEREOF.

4.9 Counterparts. This Assignment may be executed in any number of original, PDF or facsimile counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. In the event that any signature to this Assignment or any agreement or certificate delivered pursuant hereto, or any amendment thereof, is delivered by facsimile transmission or by e-mail delivery of a “.pdf” format data file, such signature will create a valid and binding obligation of the Party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or “.pdf” signature page were an original thereof. No Party will raise the use of a facsimile machine or e-mail delivery of a “.pdf” format data file to deliver any such signature page or the fact that such signature was transmitted or communicated through the use of a facsimile machine or e-mail delivery of a “.pdf” format data file as a defense to the formation or enforceability of a contract and each Party forever waives any such defense.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, Seller and Company have caused this instrument to be executed by its respective duly authorized representative as of the Effective Date.

SYNEOS HEALTH US, INC.

By *Jason Meggs*
Name: Jason Meggs
Title: CFO

ADHERIS, LLC

By *Sara Epstein*
Name: Sara Epstein
Title: Vice President and Assistant Secretary
Electronically signed by: Sara Epstein
Reason: I am the approver
Date: Nov 12, 2020 13:36 EST

Wake County, North Carolina

I certify that Mr. Jason Meggs personally appeared before me this day, acknowledging to me that he signed the foregoing document.

Date: Friday, November 13, 2020

~~MELISSA JULIAN
Notary Public - North Carolina
Wake County
My Commission Expires Apr 10, 2023~~

(Signature)

~~MELISSA JULIAN
Notary Public - North Carolina
Wake County
My Commission Expires Apr 10, 2023~~

*Melissa Julian
Melissa Julian, Notary Public
My commission expires:
April 10, 2023*

MELISSA JULIAN
Notary Public - North Carolina
Wake County
My Commission Expires Apr 10, 2023

[Signature Page to Trademark Assignment Agreement]

Schedule A

LIST OF TRADEMARKS

Name	Jurisdiction	Reg. #	Reg. Date	Status
PATIENT inHOME	United States	5147092	2/21/2017	Registered
PATIENT inOFFICE	United States	5147089	2/21/2017	Registered
PATIENT inPHARMACY	United States	5147091	2/21/2017	Registered
PHARMACIST inSTORE	United States	5147088	2/21/2017	Registered
PRESCRIBER inOFFICE	United States	5147090	2/21/2017	Registered