

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM618837

|   |  |                              |                       |
|---|--|------------------------------|-----------------------|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT                                     |                              |                       |
| <b>NATURE OF CONVEYANCE:</b>  | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL |                              |                       |
| <b>CONVEYING PARTY DATA</b>   |  |                              |                       |
| <b>Name</b>   | <b>Formerly</b>                                    | <b>Execution Date</b>        | <b>Entity Type</b>    |
| Fusion 5 Inc.   |  | 12/31/2020                   | Corporation: DELAWARE |
| <b>RECEIVING PARTY DATA</b>   |  |                              |                       |
| <b>Name:</b>  | Episode Solutions, LLC                             |                              |                       |
| <b>Street Address:</b>  | 102 Woodmont Blvd.                                 |                              |                       |
| <b>Internal Address:</b>  | Suite 350  |                              |                       |
| <b>City:</b>  | Nashville  |                              |                       |
| <b>State/Country:</b>   | TENNESSEE  |                              |                       |
| <b>Postal Code:</b>   | 37205  |                              |                       |
| <b>Entity Type:</b>   | Limited Liability Company: TENNESSEE               |                              |                       |
| <b>PROPERTY NUMBERS Total: 9</b>  |  |                              |                       |
| <b>Property Type</b>  | <b>Number</b>                                      | <b>Word Mark</b>             |                       |
| <b>Registration Number:</b>   | 6181197  | FUSION5 HEALTHCARE SOLUTIONS |                       |
| <b>Registration Number:</b>   | 6208455  | FUSION5                      |                       |
| <b>Registration Number:</b>   | 6217416  | EFUSION                      |                       |
| <b>Registration Number:</b>   | 6064682  | FUSION5 SOLUTIONS            |                       |
| <b>Serial Number:</b>   | 88390960   | FUSION5 ECARENAVIGATOR       |                       |
| <b>Serial Number:</b>   | 88390952   | ECOMMERCIAL                  |                       |
| <b>Serial Number:</b>   | 88390933   | FUSION5FACTOR                |                       |
| <b>Serial Number:</b>   | 88390926   | FUSIONFACTOR                 |                       |
| <b>Serial Number:</b>   | 88390923   | FUSION5 AI                   |                       |
| <b>CORRESPONDENCE DATA</b>  |  |                              |                       |
| <b>Fax Number:</b>  |  |                              |                       |
| <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> |  |                              |                       |
| <b>Phone:</b>   | 6158508136   |                              |                       |
| <b>Email:</b>   | matt.cox@wallerlaw.com                             |                              |                       |
| <b>Correspondent Name:</b>  | Matthew C. Cox                                     |                              |                       |
| <b>Address Line 1:</b>  | 511 Union Street                                   |                              |                       |
| <b>Address Line 2:</b>  | Suite 2700   |                              |                       |
| <b>Address Line 4:</b>  | Nashville, TENNESSEE 37219                         |                              |                       |

OP \$240.00 6181197

|   |                  |
|---|------------------|
| <b>NAME OF SUBMITTER:</b>   | Matthew C. Cox   |
| <b>SIGNATURE:</b>   | /Matthew C. Cox/ |
| <b>DATE SIGNED:</b>   | 01/06/2021       |
| <b>Total Attachments: 6</b><br>source=Fusion5-TM-Assignment#page1.tif<br>source=Fusion5-TM-Assignment#page2.tif<br>source=Fusion5-TM-Assignment#page3.tif<br>source=Fusion5-TM-Assignment#page4.tif<br>source=Fusion5-TM-Assignment#page5.tif<br>source=Fusion5-TM-Assignment#page6.tif |                  |

## TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement") is dated as of December 31, 2020, by and between Episode Solutions, LLC, a Tennessee limited liability company ("Buyer"), and Fusion 5 Inc., a Delaware corporation (the "Company").

### RECITALS

A. The Company, its majority stockholder named therein, and Buyer are parties to that certain Asset Purchase Agreement, dated as of November 25, 2020 (the "Purchase Agreement"), pursuant to which the Company agreed to sell, transfer, convey and deliver to Buyer or its designee, and Buyer agreed to purchase, among other assets, certain intellectual property of Company, and has agreed to execute and deliver this Agreement, for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, for and in consideration of the premises, agreements and covenants hereinafter set forth, and other good and valuable consideration, the receipt and adequacy of which are forever acknowledged and confessed, the parties, intending to be legally bound, hereby agree as follows:

1. **Definitions.** Capitalized terms used herein and not otherwise defined herein shall have the meanings given to them in the Purchase Agreement.

2. **Assignment.** The Company hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Company's right, title, and interest in and to the following:

(a) the trademark registrations and trademark applications set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof (the "Assigned Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks;

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

(c) 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

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, 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.

3. **Recordation and Further Actions.** Company hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment upon request by Buyer. Following the date hereof, upon Buyer's reasonable request, Company shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Buyer, or any assignee or successor thereto.

4. **Amendment and Modification; Waiver.** This Agreement may be amended, modified and supplemented only by a written instrument authorized and executed by Buyer and the Company. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and executed by the party so waiving. The waiver by either party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any other or subsequent breach.

5. **No Third-Party Beneficiaries.** This Agreement is for the sole and exclusive benefit of the parties hereto and their respective successors and permitted assigns and nothing herein is intended or shall be construed to confer upon any person other than the parties hereto and their respective successors and permitted assigns any rights, remedies or claims under, or by any reason of, this Agreement or any term, covenant or condition hereof.

6. **Governing Law; Venue; Legal Expenses; Waiver of Jury Trial.** This Agreement shall be governed by and construed in accordance with the Laws of the State of Delaware, without giving effect to any choice or conflict of Laws provision or rule that would cause the application of the Laws of any other jurisdiction. To the fullest extent permitted by applicable Law, each party hereto agrees: (i) that any claim, Action or proceeding by such party seeking any relief arising out of, or in connection with, this Agreement or the transactions contemplated hereby shall be brought only in a state or Federal court located in the State of Delaware and not in any other State or Federal court; (ii) to submit to the exclusive jurisdiction of such courts and waives and agrees not to assert any objection that the laying of such venue has been brought in an inconvenient forum; and (iii) that a judgment in any such action or proceeding may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by applicable Law. If a party elects to incur legal expenses to enforce or interpret any provision of this Agreement by judicial or arbitral proceedings, the prevailing party in such proceeding will be entitled to recover such legal expenses (including reasonable attorneys' fees, costs and disbursements at all court levels), in addition to any other relief to which such party shall be entitled. EACH OF THE PARTIES KNOWINGLY AND VOLUNTARILY WAIVES THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON, ARISING OUT OF, OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

7. **Inconsistencies with the Purchase Agreement.** Notwithstanding anything to the contrary contained herein, the terms of this Agreement are subject to the terms, provisions, conditions and limitations set forth in the Purchase Agreement, and this Agreement is not intended to alter the obligations of the parties to the Purchase Agreement. In the event of any inconsistencies between the terms of this Agreement and the terms of the Purchase Agreement, the parties hereto agree that the terms of the Purchase Agreement shall control.

8. **Severability.** In the event any provision of this Agreement is held to be invalid, illegal or unenforceable for any reason and in any respect, such invalidity, illegality or unenforceability shall in no event affect, prejudice or disturb the validity of the remainder of this Agreement, which shall be and remain in full force and effect, enforceable in accordance with its terms.

9. **Divisions and Headings.** The division of this Agreement into sections and subsections and the use of captions and headings in connection therewith are solely for convenience and shall have no legal effect in construing the provisions of this Agreement. The parties have participated jointly in the negotiation and drafting of this Agreement, and in the event an ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted jointly by the parties hereto and no presumption or burden of proof will arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

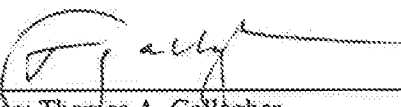
**10. Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile transmission or other electronic transmission shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile or other electronic transmission shall be deemed to be their original signatures for any purposes whatsoever.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by such party or its authorized officer, all as of the date and year first above written.

**BUYER:**

**EPISODE SOLUTIONS, LLC**

By:   
Name: Thomas A. Gallagher  
Title: President and CEO

**COMPANY:**

**FUSION 5, INC.**

By: \_\_\_\_\_  
Name:  
Title:

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed by such party or its authorized officer, all as of the date and year first above written.

**BUYER:** **EPISODE SOLUTIONS, LLC**

By: \_\_\_\_\_  
Name: Thomas A. Gallagher  
Title: President and CEO

**COMPANY:** **FUSION 5, INC.**

DocuSigned by:  
*James Gera*  
By: \_\_\_\_\_  
Name: James Gera  
Title: CEO

**SCHEDULE 1**

**Assigned Trademarks**

Trademark Registrations

| <b><u>Mark</u></b>           | <b><u>Registration Number</u></b> | <b><u>Registration Date</u></b> |
|------------------------------|-----------------------------------|---------------------------------|
| Fusion5 Healthcare Solutions | 6181197                           | 10/20/2020                      |
| Fusion5                      | 6208455                           | 12/1/2020                       |
| eFusion                      | 6217416                           | 12/8/2020                       |
| Fusion5 Solutions            | 6064682                           | 5/26/2020                       |

Trademark Applications

| <b><u>Mark</u></b>     | <b><u>Application Serial Number</u></b> | <b><u>Filing Date</u></b> |
|------------------------|---|---------------------------|
| Fusion5 eCareNavigator | 88390960                                | 4/18/2019                 |
| eCommercial            | 88390952                                | 4/18/2019                 |
| Fusion5Factor          | 88390933                                | 4/18/2019                 |
| FusionFactor           | 88390926                                | 4/18/2019                 |
| Fusion5 AI             | 88390923                                | 4/18/2019                 |