

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM623754

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NucleusHealth, LLC		08/18/2020	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Vision NewCo, LLC		
Doing Business As:	Change Healthcare Technologies, LLC		
Street Address:	5995 Windward Parkway		
City:	Alpharetta		
State/Country:	GEORGIA		
Postal Code:	30005		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4493862	RADCONNECT	
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:	4042795070		
Email:	jasmine.jandrlich@changehealthcare.com		
Correspondent Name:	Jasmine Jandrlich		
Address Line 1:	3055 Lebanon Pike, Suite 1000		
Address Line 4:	Nashville, TENNESSEE 37214		
NAME OF SUBMITTER:	Jasmine Jandrlich		
SIGNATURE:	/jasmine jandrlich/		
DATE SIGNED:	02/02/2021		
Total Attachments: 5			
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PATENT AND TRADEMARK ASSIGNMENT AGREEMENT

This PATENT AND TRADEMARK ASSIGNMENT AGREEMENT (this “**Agreement**”), dated as of August 18, 2020, is made by and between NucleusHealth, LLC, a California limited liability company (the “**Company**”), and Vision NewCo, LLC, a Delaware limited liability company (“**Purchaser**”). Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Contribution Agreement (as defined below).

WHEREAS, the Company and Purchaser have entered into that certain Contribution Agreement, dated as of the date hereof (the “**Contribution Agreement**”), pursuant to the terms of which the Company has agreed to, among other things, transfer, convey, assign and deliver, to Purchaser certain Assigned IP (as defined below) owned by the Company.

WHEREAS, in accordance with Section 1.5 of the Contribution Agreement, the parties to this Agreement wish to evidence and effect such transfer, conveyance, assignment and delivery as set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. The Company hereby irrevocably transfers, conveys and assigns to Purchaser, and Purchaser hereby accepts, all of the Company’s right, title, and interest in and to the following (the “**Assigned IP**”):

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

(b) the trademarks and trademark registrations and applications set forth on Schedule 2 hereto and all issuances, extensions, and renewals thereof (the “**Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

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

2. Recordation and Further Actions. The Company hereby authorizes the Commissioner for Patents and 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 Agreement upon request by Purchaser. Following the date hereof, the Company shall take such steps and actions, and provide such cooperation and assistance to Purchaser and its successors, assigns, and legal representatives, including, without limitation, 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 IP to Purchaser, or any assignee or successor thereto.

3. Terms of the Contribution Agreement. The parties hereto acknowledge and agree that this Agreement is entered into pursuant to the Contribution Agreement, to which reference is made for a further statement of the rights and obligations of the Company and Purchaser with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the Contribution Agreement shall not be superseded hereby but shall 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 Contribution Agreement and the terms hereof, the terms of the Contribution Agreement shall govern.

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

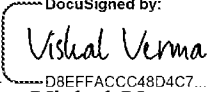
5. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

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


[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have duly executed and delivered this Patent and Trademark Assignment Agreement as of the date first written above.

NUCLEUSHEALTH, LLC

DocuSigned by:
By: 
Name: Vishal Verma
Title: Chief Executive Officer

VISION NEWCO, LLC

DocuSigned by:
By: 
Name: Vishal Verma
Title: Chief Executive Officer

[Signature page to Patent and Trademark Assignment Agreement]

SCHEDULE 1

PATENTS

Number	Title	Owner	Filing Date	Jurisdiction
Patent No. 9,661,321	REMOTE VIEWING OF LARGE IMAGE FILES	NucleusHealth, LLC	10/15/2015	US
Application No. CN201580068257	REMOTE VIEWING OF LARGE IMAGE FILES	NucleusHealth, LLC	10/15/2015	China

SCHEDULE 2

TRADEMARKS

Mark	Jurisdiction	Status	Int'l Class	Registration/Application No.	Registration Date
RADCONNECT	USA	Registered	009	4,493,862	03/11/14