

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM630419

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Health Outcomes Sciences, Inc.		02/23/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Terumo Medical Corporation, Inc.		
Street Address:	265 Davidson Avenue		
City:	Somerset		
State/Country:	NEW JERSEY		
Postal Code:	08873		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78669881	EPRISM	
CORRESPONDENCE DATA			
Fax Number:	7344183320		
<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:	7344183142		
Email:	assignments@vivacqualaw.com		
Correspondent Name:	Raymond J. Vivacqua		
Address Line 1:	3101 E Eisenhower PKWY		
Address Line 4:	Ann Arbor, MICHIGAN 48108		
NAME OF SUBMITTER:	Raymond J. Vivacqua		
SIGNATURE:	/Raymond J. Vivacqua/		
DATE SIGNED:	03/08/2021		
Total Attachments: 6			
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OP \$40.00 78669881

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (“Trademark Assignment”), effective as of February 23, 2021 (the “Effective Date”), is entered into by and between Health Outcomes Sciences, Inc., a Delaware corporation (“Assignor”) and Terumo Medical Corporation, Inc., a Delaware corporation (“Assignee”). Assignor and Assignee are each referred to individually as a “Party” and together as the “Parties.”

WHEREAS, Assignor is the sole and exclusive beneficial and record owner of the trademarks and trademark registrations set forth on Schedule A attached hereto; and

WHEREAS, Assignor or certain of their affiliates and Assignee or certain of its affiliates have entered into that certain Asset Purchase Agreement dated as of February 19, 2021 (as it may be amended, supplemented or modified from time to time, the “Asset Purchase Agreement”), under which, among other things, Assignor have agreed to assign to Assignee all of Assignor’s right, title and interest in, to and under the trade names, trademarks and service marks, business names, corporate names, domain names, trade dress, logos, slogans, design rights, and other similar designations of source or origin owned, held for use in, or registered or applied to be registered in the United States and relating primarily to the Business (as defined in the Asset Purchase Agreement), including without limitation those set forth in Schedule A (the “Asset Marks”), as well as the goodwill associated therewith and symbolized thereby;

NOW, THEREFORE, in consideration of the mutual covenants, conditions, and agreements set forth herein and in the Asset Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Assignment. Assignor hereby assign, transfer, and convey to Assignee in perpetuity, and Assignee hereby accepts, any and all right, title, and interest, including all statutory and common law rights, in the United States and throughout the world, whether now or hereafter existing, in and to the Asset Marks, together with all goodwill of Assignor associated with, and symbolized by, the Asset Marks. As part of such assignment, Assignor assigns, transfers, and conveys to Assignee, for Assignee’s own use and enjoyment and for the use and enjoyment of Assignee’s successors, assigns, and other legal representatives, the following:

(a) all applications, registrations, and issuances included within the Asset Marks, and all extensions and renewals of the Asset Marks;

(b) the right to prosecute, maintain and defend the Asset Marks before any public or private agency, office or registrar, including by filing extensions and all other applications relating to the Asset Marks;

(c) the right, if any, to claim priority based on the filing dates of any of the Asset Marks under the Paris Convention for the Protection of Industrial Property and all other treaties of like purposes;

(d) the right to sue and recover damages or other compensation for past, present or

future infringement, claims of unfair competition, likelihood of confusion or dilution or any other claim or cause of action related to the Asset Marks, and the right to sue and obtain equitable relief, including injunctive relief, in respect of any such claim or cause of action; and

(e) all rights to collect royalties and other payments under or on account of any of the Asset Marks.

2. Recordation. Assignor hereby authorize the Commissioner for Trademarks in the United States Patent and Trademark Office, other empowered officials of the United States Patent and Trademark Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to (a) record Assignee as the assignee and owner of the entire interest in the Asset Marks or other rights identified in this Trademark Assignment; (b) deliver to Assignee, and to Assignee's attorneys, agents, successors, or assigns, all official documents and communications as may be warranted by this Trademark Assignment; and (c) issue any and all registrations, certificates, or other governmental grants or issuances that may be granted upon any of the Asset Marks or other rights identified in this Trademark Assignment in the name of Assignee, as the assignee to the entire interest therein.

3. Further Assurances. At any time after the date hereof, Assignor shall use commercially reasonable efforts to (a) execute and deliver such other instruments of sale, transfer, conveyance, assignment, assumption and confirmation, and (b) take such other actions as Assignee may reasonably request, in each case of clauses (a) and (b) that are necessary or desirable for obtaining, sustaining or reissuing any registrations for the Asset Marks and transferring, conveying, assigning, and delivering to Assignee the title in and to the Asset Marks.

4. Purchase Agreement. Nothing herein shall be deemed to extend or amplify the rights, remedies, duties, or obligations of Assignee or Assignors under the Asset Purchase Agreement and, to the extent that there is any conflict between the terms and conditions of this Trademark Assignment and the terms and conditions of the Asset Purchase Agreement, the terms and conditions of the Asset Purchase Agreement shall govern, supersede, and prevail. Except as otherwise provided herein, all capitalized terms used and not defined herein (including the recitals hereto) shall have the respective meanings assigned to such terms in the Asset Purchase Agreement.

5. Counterparts. This Trademark Assignment may be executed in multiple original, PDF or facsimile counterparts, each of which shall be deemed an original, and all of which taken together shall be considered one and the same agreement. Delivery of an executed counterpart of this Trademark Assignment by facsimile transmission or by electronic mail in portable document format (.pdf) shall be as effective as delivery of a manually executed counterpart hereof.

6. Governing Law. The interpretation and construction of this Trademark Assignment, and all matters relating to this Trademark Assignment, will be governed by the laws of the State of New Jersey without giving effect to any conflict of law provisions thereof.

7. Headings. The headings contained in this Trademark Assignment are intended solely for convenience and shall not affect the rights of the parties to this Trademark Assignment.

8. Amendments. This Trademark Assignment shall not be amended except by an instrument in writing signed on behalf of each of the parties.

9. Successors and Assigns. This Trademark Assignment is executed by, shall be binding upon, and shall inure to the benefit of, the Parties hereto and their respective successors and assigns for the uses and purposes set forth above.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties hereto have caused this Trademark Assignment to be executed and delivered as of the day and year first above written.

ASSIGNOR:

HEALTH OUTCOMES SCIENCES, INC.
(a Delaware corporation)

DocuSigned by:
By: Matt Halle
Name: _____
Title: CEO

ASSIGNEE:

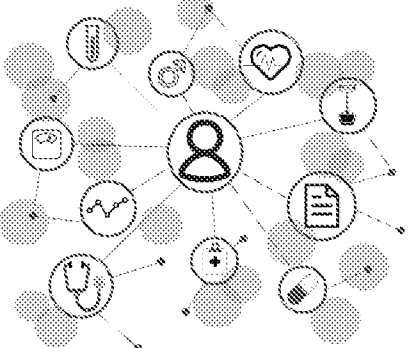

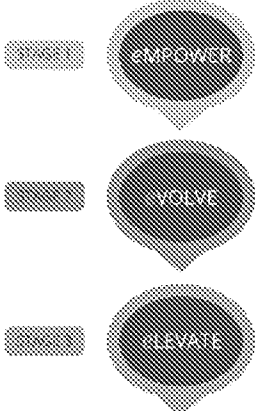
TERUMO MEDICAL CORPORATION
(a Delaware corporation)

By: [Signature]
Name: JAMES BUSHWORTH
Title: PRESIDENT & CEO

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

SCHEDULE A

TRADEMARK	REGISTRATION NUMBER	FILING DATE	SERIAL NUMBER	REGISTRATION DATE	JURISDICTION
EPRISM	3150755	July 13, 2005	78669881	October 3, 2006	United States

UNREGISTERED TRADEMARK
The Power of Utilizing Predictive Analytics eLUMEN


Clinical Transformation to The Power of e ³ 

DOMAIN NAMES	
cardioscience.info	hos-auc.com
cardioscience.net	hos.us.com
cardioscience.org	hosauc.com
h-outcome.com	hoshealth.com
<i>h-outcomes.com</i>	houtcome.com
healthoutcomescience.com	houtcomes.com
healthoutcomesciences.com	mypredictiverisk.com
healthoutcomesscience.com	outcomesevidence.com
healthoutcomessciences.com	

SOCIAL MEDIA ACCOUNTS	
LinkedIn	Health Outcomes Sciences
Twitter	@ePRISM