

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM635598

<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>
IHC Health Services, Inc.		03/30/2021	Non-Profit Corporation: UTAH
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Empiric Health, Inc.		
<b>Street Address:</b>	460 West 50 North, 5th Floor		
<b>City:</b>	Salt Lake City		
<b>State/Country:</b>	UTAH		
<b>Postal Code:</b>	84101		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5151710	PROCOMP	
<b>Registration Number:</b>	5019355	PROCOMP	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8015786999		
<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>	(801) 328-3131		
<b>Email:</b>	tm-slc@stoel.com		
<b>Correspondent Name:</b>	Joshua G. Gigger		
<b>Address Line 1:</b>	201 South Main Street, Suite 1100		
<b>Address Line 4:</b>	Salt Lake City, UTAH 84111		
<b>NAME OF SUBMITTER:</b>	Joshua G. Gigger		
<b>SIGNATURE:</b>	/Joshua G. Gigger/		
<b>DATE SIGNED:</b>	03/30/2021		
<b>Total Attachments: 4</b>			
source=Insights_IHCHS-Empiric Intellectual Property Assignment Trademarks#page1.tif			
source=Insights_IHCHS-Empiric Intellectual Property Assignment Trademarks#page2.tif			
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## SCHEDULE C

### **Trademark Assignment**

**THIS TRADEMARK ASSIGNMENT** (this “**Assignment**”) is made and entered into as of the date of the last signature below (“**Effective Date**”) by and between IHC Health Services, Inc., a Utah non-profit corporation with an address at 36 South State Street, 22<sup>nd</sup> Floor, Salt Lake City, Utah 84111 (“**Assignor**”) and Empiric Health, Inc., a Delaware corporation with an address at 460 West 50 North, 5<sup>th</sup> Floor, Salt Lake City, Utah 84101 (“**Assignee**”).

**WHEREAS**, Assignor and Assignee entered into that certain Intellectual Property Assignment concurrently with this Assignment, pursuant to which Assignor agreed to assign the trademark registrations in Schedule 1, in each case, together with the goodwill of the business associated therewith, (the “**Marks**”) to Assignee; and

**WHEREAS**, the parties desire to record the assignment with the U.S. Patent and Trademark Office.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns, transfers, and conveys to Assignee Assignor’s entire right, title, and interest in and to the Marks, for the United States and for all foreign countries, for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors, assigns, or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all claims for damages by reason of past, present, or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee’s own use and enjoyment and for the use and enjoyment of its successors, assigns, or other legal representatives.

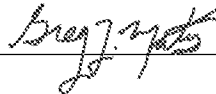
This Assignment and the Intellectual Property Assignment contain the sole and entire agreement and understanding of the parties hereto with respect to the subject matter herein, and supersede all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. If any term or provision of this Assignment is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Assignment or invalidate or render unenforceable such term or provision in any other jurisdiction. This Assignment shall not be changed or altered or modified in any way except in writing signed by a duly authorized representative of each party. All matters arising out of or relating to this Assignment shall be governed by and construed in accordance with the internal laws of the State of Utah without giving effect to any choice or conflict of law provision or rule. Any legal suit, action, or proceeding arising out of or relating to this Assignment or the transactions contemplated hereby shall be instituted in the federal courts of the United States of America or the courts of the State of Utah in each case located in Salt Lake County, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such legal suit, action, or proceeding. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Assignment, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Assignment shall operate or be construed as a waiver thereof; and any single or partial exercise of any right, remedy, power, or privilege hereunder shall not preclude any other or further exercise thereof or the exercise of

any other right, remedy, power, or privilege. This Assignment 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 Assignment delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

**IN WITNESS WHEREOF**, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

**IHC HEALTH SERVICES, INC.**

**EMPIRIC HEALTH, INC.**

By: 

By: \_\_\_\_\_

Name: Greg Matis

Name: Becca LaFond

Title: Vice President and Deputy  
General Counsel

Title: Chief Operating Officer

Date: 3.30.21

Date: \_\_\_\_\_

any other right, remedy, power, or privilege. This Assignment 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 Assignment delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

**IN WITNESS WHEREOF**, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

**IHC HEALTH SERVICES, INC.**

**EMPIRIC HEALTH, INC.**

By: \_\_\_\_\_

By: Rebecca C LaFond \_\_\_\_\_

Name: \_\_\_\_\_

Name: Rebecca C. LaFond

Title: \_\_\_\_\_

Title: Chief Operating Officer

Date: \_\_\_\_\_

Date: 3/29/2021 \_\_\_\_\_

**SCHEDULE 1**

**Marks**

<b>Mark</b>	<b>U.S. Reg. No. / Reg. Date</b>	<b>US. App. No. / Filing Date</b>	<b>Goods/Services</b>
PROCOMP	5,151,710 Feb. 28, 2017	86/517,103 Jan. 28, 2015	Computer software and systems in the field of healthcare cost containment, namely, computer software and computer operating systems for use by healthcare providers in accessing an online database of cost data for devices, supplies and staffing used by different physicians in medical procedures, providing cost and outcomes analysis, producing notifications and reports of cost data and staffing, and updating physician medical procedures in Class 9
PROCOMP	5,019,355 Aug. 9, 2016	86/979,399 Jan. 28, 2015	Providing a database featuring cost data for devices, supplies and staffing used by different physicians in medical procedures for the purpose of assisting healthcare providers in healthcare cost containment, outcomes comparisons, and healthcare cost management in Class 35