

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM637089

<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>
HealthComp, Inc.		03/31/2021	Corporation: OHIO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Q-Centrix LLC		
<b>Street Address:</b>	1 North Franklin		
<b>Internal Address:</b>	Suite 1800		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4978675	INSIGHT2	
<b>Registration Number:</b>	4998839	I 20	
<b>Registration Number:</b>	5003914	INSIGHT2ONCOLOGY	
<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>	9784639100		
<b>Email:</b>	trademarks@sandsip.com		
<b>Correspondent Name:</b>	Matthew Saunders		
<b>Address Line 1:</b>	14 Cedar Street Suite 224		
<b>Address Line 4:</b>	Amesbury, MASSACHUSETTS 01913		
<b>NAME OF SUBMITTER:</b>	Matthew Saunders		
<b>SIGNATURE:</b>	/matthew saunders/		
<b>DATE SIGNED:</b>	04/06/2021		
<b>Total Attachments: 5</b>			
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## **INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT AGREEMENT**

This Intellectual Property Rights Assignment Agreement (this "Assignment"), dated March 31, 2021, is by and between HealthComp, Inc., an Ohio corporation ("Assignor"), and Q-Centrix LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor and Assignee are, among others, parties to that certain Asset Purchase Agreement, dated as of the date hereof (as amended, restated, modified or supplemented from time to time, the "Purchase Agreement"), providing, subject to the terms and conditions set forth therein, for the sale, transfer, assignment, conveyance and delivery by Assignor to Assignee of the Intellectual Property of the Assignor included in the Purchased Assets;

WHEREAS, capitalized terms not otherwise defined herein shall have the meaning set forth in the Purchase Agreement;

WHEREAS, Assignor is willing to assign all rights it may have in and to the Intellectual Property identified on Schedule 2.2(c) of the Purchase Agreement and set forth on Exhibit A hereto (the "Assigned Intellectual Property") on the terms and subject to the conditions set forth in the Purchase Agreement; and

WHEREAS, in accordance with the Purchase Agreement, Assignee desires to acquire the Intellectual Property.

NOW, THEREFORE, for good and valuable consideration provided for herein and in the Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged:

Effective as of the date hereof, Assignor hereby irrevocably sells, conveys, transfers, sets over, and assigns to Assignee, its successors and assigns, all of Assigned Intellectual Property. Assignee hereby accepts the assignment of the Assigned Intellectual Property.

Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States, and the corresponding entities or agencies in any applicable foreign jurisdictions, whose duty is to issue patents or other evidence or forms of industrial property protections on applications as aforesaid, to issue the same to Assignee and to record Assignee as owner of the Assigned Intellectual Property, as assignee of the entire right, title, and interest in, to, and under the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.

Nothing in this Assignment, express or implied, is intended or shall be construed to confer upon, or give to, any person or entity, other than the parties to this Assignment and their successors and assigns, any rights, remedies, obligations or liabilities.

This Assignment is being executed and delivered pursuant to the Purchase Agreement and in all respects is subject to the covenants, representations, warranties and other provisions thereof. Notwithstanding any other provision of this Assignment to the contrary, nothing contained in this Assignment shall be deemed in any way to supersede, modify, replace, rescind,

enlarge, alter, amend or in any way affect the terms or provisions of the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

This Assignment shall bind and inure to Assignee and Assignor and their respective successors and assigns.

This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same.

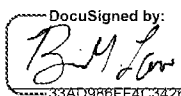
This Agreement shall be exclusively interpreted and governed by the laws of the State of Delaware, without regard to its conflict of law provisions.

[Signature pages follow]

IN WITNESS WHEREOF, the undersigned have caused this Intellectual Property Rights Assignment Agreement to be executed as of the date first set forth above.

**ASSIGNOR:**

**HEALTHCOMP, INC.**

By:  \_\_\_\_\_  
Name: Brian G. Lane  
Its: President and CEO

**ASSIGNEE:**

**Q-CENTRIX LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

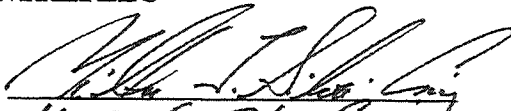
IN WITNESS WHEREOF, the undersigned have caused this Intellectual Property Rights Assignment Agreement to be executed as of the date first set forth above.

**ASSIGNOR:**

**HEALTHCOMP, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**ASSIGNEE:**  
**Q-CENTRIX LLC**

By:   
Name: MIGUEL G. SILVA-CRAIG  
Its: CEO

[Signature Page to Intellectual Property Rights Assignment Agreement]

## Exhibit A

### Assigned Intellectual Property

1. Trademarks for: “i2o”, “Insight2” and “Insight2Oncology” (U.S. Service Mark Reg. No. 4978675 for INSIGHT2, U.S. Service Mark Reg. No. 4998839 for i2o and U.S. Service Mark Reg. No. 5003914 for Insight2Oncology) and certain similar names primarily used by Seller in the operation of the Business (not including “CHAMPS” or “CHAMPS ONCOLOGY” trademark, pursuant the terms of that Transitional Trademark Licensing Agreement that will be executed between the parties) and the goodwill associated with any of the foregoing, licenses with respect to any of the foregoing and all rights under any confidentiality agreements and intellectual property assignment agreements with respect to any of the foregoing.
2. All Intellectual Property related to “i2o” or “Insight2” application including platform (production and test environments), ETL (extract, transform and load) processes, cubes, tables, access to Azure, SQL database and PowerBI reports, instructions for data pulls, user ids, marketing and promotional materials, website domain and social media accounts, all client data associated with i2o including registry data, databases, login information and report generation, client scorecard reporting, implementation guides, policies and procedures, proposals, client deliverables, customer service data, reference manuals and materials, and pricing calculators.

[Signature Page to Intellectual Property Rights Assignment Agreement]

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**RECORDED: 04/06/2021**

**TRADEMARK  
REEL: 007245 FRAME: 0329**