

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM646919

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Numerate, Inc.		02/12/2021	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Valo Health, Inc.		
Street Address:	399 Boylston Street, Suite 505		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02116		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4131715	NU	
Registration Number:	3660448	NUMERATE	
CORRESPONDENCE DATA			
Fax Number:	6176468646		
<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:	617-646-8000		
Email:	cxltrademarks@wolfgreenfield.com		
Correspondent Name:	Christina M. Licursi		
Address Line 1:	600 Atlantic Avenue		
Address Line 2:	Wolf, Greenfield & Sacks, P.C.		
Address Line 4:	Boston, MASSACHUSETTS 02210		
ATTORNEY DOCKET NUMBER:	F0820.20022US00		
NAME OF SUBMITTER:	Christina M. Licursi		
SIGNATURE:	/Christina M. Licursi/		
DATE SIGNED:	05/14/2021		
Total Attachments: 5			
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source=Assignment from Numerate Inc to Valo Health Inc#page2.tif			
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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is made effective this ___ day of February, 2021, by and between Numerate, Inc., a corporation organized and existing under the laws of California, and having a usual place of business at 1501 Mariposa St., Suite 426, San Francisco, CA 94107 ("Assignor") and Valo Health, Inc. (f/k/a Integral Health, Inc.), a corporation organized and existing under the laws of Delaware, and having a usual place of business at 399 Boylston Street, Suite 505, Boston, MA 02116 ("Assignee").

WHEREAS, Assignor holds all right, title and interest in and to the trademarks, service marks and trade names set forth on Exhibit A attached hereto and incorporated herein by reference (the "Marks");

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of the date hereof (the "Purchase Agreement"), pursuant to which Assignor transferred, sold and conveyed to Assignee substantially all of the assets of Assignor, including the Marks and the goodwill of the business symbolized thereby; and

WHEREAS, the parties have agreed that subject to the dissolution of Assignor, Assignor shall transfer the Marks to Assignee;

WHEREAS, Assignor has dissolved and now wishes to assign the Marks to Assignee, and Assignee is desirous of acquiring the Marks from Assignor, together with the goodwill of the business symbolized thereby.

NOW, THEREFORE, in consideration of the premises set forth above and in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

Assignor does hereby sell, assign, convey and transfer unto Assignee and its successors, assigns and legal representatives, Assignor's entire right, title and interest in and throughout the world in and to the Marks (including any common law rights that may exist and are associated therewith), together with the goodwill of the business symbolized thereby and appurtenant thereto, the same to be held and enjoyed by Assignee, its successors, permitted assigns or legal representatives, together with income, royalties, damages or payments due on or after the date hereof, including, without limitation, all claims for damages or payments by reason of infringement or unauthorized use of the Marks, along with the right to sue for past infringements and collect same for Assignee's sole use and enjoyment.

Assignor does hereby authorize the Director of the United States Patent & Trademark Office, and the empowered official of any country or countries foreign to the United States whose duty it is to record trademark registrations, applications and title thereto, to record the Marks and title thereto as the property of Assignee, its successors, assigns or legal representatives in accordance with the terms of this instrument.

To the extent Assignor retains any right, title or interest in or to the Marks that cannot be assigned to Assignee pursuant to this Assignment, then Assignor hereby agrees to waive for all time any claims that Assignor may have concerning the Marks. Assignor shall make no further use of the Marks for its own benefit or the benefit of another, nor shall Assignor challenge Assignee's use of the Marks after the date of this Assignment.

Assignee and Assignor also agree that multiple copies of this Assignment may be executed, each of which shall be deemed an original, and each of which shall be valid and binding upon Assignee and Assignor.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as a sealed instrument by their duly authorized representatives as of the date first written above.

ASSIGNOR: _____
Name: _____
Signature: _____
Title: _____

NOTARIZATION

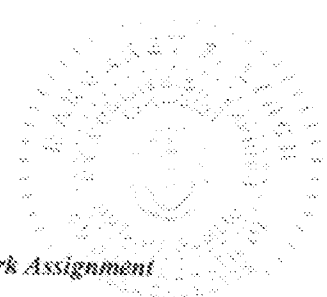
On this 9th day of Feb, 2021, before me, the undersigned Notary Public, personally appeared _____, proved to me through satisfactory evidence of identification, which was/were _____, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief. The above-indicated individual is duly authorized to execute this document singly on behalf of Assignor and executed this document of his/her own free will.

Signature of Notary (Seal)
My Commission Expires: _____

ASSIGNEE: Valo Health, Inc
Name: Jeffrey Pouda
Signature: Jeffrey Pouda
Title: VP of Sales

On this 9th day of Feb, 2021, before me, the undersigned Notary Public, personally appeared Jeffrey Pouda, proved to me through satisfactory evidence of identification, which was/were in his, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief. The above-indicated individual is duly authorized to execute this document singly on behalf of Assignee and executed this document of his/her own free will.

Margaret L. Pouda
Signature of Notary (Seal)
My Commission Expires: May 21, 2021



Signature page to Trademark Assignment

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as a sealed instrument by their duly authorized representatives as of the date first written above.

ASSIGNOR: _____

Name: GUIDO LANZA
Signature: [Handwritten Signature]
Title: EXECUTIVE CHAIRMAN

NOTARIZATION

On this ____ day of _____, 2021, before me, the undersigned Notary Public, personally appeared _____, proved to me through satisfactory evidence of identification, which was/were _____, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief. The above-indicated individual is duly authorized to execute this document singly on behalf of Assignor and executed this document of his/her own free will.

Signature of Notary

(Seal)

SEE
ATTACHED

My Commission Expires: _____

ASSIGNEE: _____

Name: _____
Signature: _____
Title: _____

On this ____ day of _____, 2021, before me, the undersigned Notary Public, personally appeared _____, proved to me through satisfactory evidence of identification, which was/were _____, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief. The above-indicated individual is duly authorized to execute this document singly on behalf of Assignee and executed this document of his/her own free will.

Signature of Notary

(Seal)

My Commission Expires: _____

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE 5 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of SAN FRANCISCO

On FEBRUARY 12, 2021 before me, ELENA MIGUEL, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

personally appeared GUIDO LANZA
Name of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal and/or Stamp Above

Signature [Handwritten Signature]
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: TRADEMARK ASSIGNMENT

Document Date: 02/12/2021 Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____

Corporate Officer -- Title(s): _____ Corporate Officer -- Title(s): _____

Partner -- Limited General Partner -- Limited General

Individual Attorney in Fact Individual Attorney in Fact

Trustee Guardian or Conservator Trustee Guardian or Conservator

Other: _____ Other: _____

Signer is Representing: _____ Signer is Representing: _____

Exhibit A

Marks

<i>Mark</i>	<i>Jurisdiction</i>	<i>Application No.</i>	<i>Application Date</i>	<i>Registration No.</i>	<i>Registration Date</i>
NU	U.S.	85405569	4/24/2011	4,131,715	4/24/2012
NUMERATE	U.S.	77621344	11/25/2008	3,660,448	7/28/2009

Exhibit A - Trademark Assignment

ACTIVE/100901853.2

RECORDED: 05/14/2021

**TRADEMARK
REEL: 007293 FRAME: 0572**