

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM666843

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Healthgrades Operating Company, Inc.		08/04/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Healthgrades Marketplace, LLC		
Street Address:	1423 Red Ventures Drive		
City:	Fort Mill		
State/Country:	SOUTH CAROLINA		
Postal Code:	29707		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Serial Number:	88351870	MYHEALTHMATCH	
Serial Number:	86045030	DIGESTIVE INVESTIGATOR	
Serial Number:	86741210	HEALTHGRADES	
Registration Number:	2483194	HEALTHGRADES	
Serial Number:	87499865	HEALTHGRADES	
Serial Number:	87499837		
Serial Number:	85865653	MOVING HEALTHCARE AHEAD	
Serial Number:	85257017	PATIENT DIRECT CONNECT	
Serial Number:	86741212	RIGHT DIAGNOSIS	
Serial Number:	87308328	WRITEMD	
Serial Number:	87431689	WRITEMD	
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:	7704346868		
Email:	trademarkdocketing@taylorenghish.com		
Correspondent Name:	Amanda G. Hyland		
Address Line 1:	1600 Parkwood Circle		

OP \$290.00 88351870

Address Line 2: Suite 200
Address Line 4: Atlanta, GEORGIA 30339

NAME OF SUBMITTER: Amanda G. Hyland

SIGNATURE: /Amanda G. Hyland/

DATE SIGNED: 08/11/2021

Total Attachments: 9

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INTELLECTUAL PROPERTY ASSIGNMENT

This **INTELLECTUAL PROPERTY ASSIGNMENT** (the “Agreement”) is entered into as of August 4, 2021, by and between Healthgrades Operating Company, Inc., a Delaware corporation (“OpCo”), and Healthgrades Marketplace, LLC, a Delaware limited liability company (the “Company”). Each of OpCo and the Company are referred to herein as a “Party” and, collectively, as the “Parties.” Capitalized terms used herein and not defined in this Agreement shall have the meanings assigned to them in the Purchase Agreement (defined below).

RECITALS

WHEREAS, the Company is a direct, wholly owned subsidiary of OpCo;

WHEREAS, pursuant to that certain Unit Purchase Agreement, dated as of June 25, 2021 (the “Purchase Agreement”), by and among OpCo, RV MERGERCO, INC., a Delaware corporation (“Purchaser”), and solely for the purposes of Section 2.9 therein, New Imagitas, Inc., a North Carolina corporation, subject to the terms and conditions therein, at the Closing, OpCo will sell and transfer, and Purchaser will purchase, all of OpCo’s right, title and interest in and to all of the Units in exchange for the consideration specified therein; and

WHEREAS, OpCo desires to convey, transfer and assign to the Company, and the Company desires to acquire and accept, all of OpCo’s right, title and interest in and to the Assigned IP (as defined herein), in each case, on the terms and subject to the conditions herein.

NOW, THEREFORE, in consideration of the premises and the mutual agreements and covenants set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, OpCo and Company hereby agree as follows:

1. Transfer of Assigned IP. Assignor does hereby assign, transfer, convey, contribute, and deliver, and does cause to assign, transfer, convey, contribute and deliver, to Assignee and its successors, assigns, designees and legal representatives, and Assignee does hereby accept from Assignor, all right, title and interest in and to all of the Assigned IP. “Assigned IP” means all of the assets and rights set forth in Paragraphs 1(a), (b), (c) and (d) below, in each case solely to the extent such assets and rights constitute Business Intellectual Property:

(a) all Copyrights registered to or applied for by OpCo, in each case primarily related to the Business, including the copyright registrations identified in Schedule A attached hereto (the “Assigned Copyrights”);

(b) all Patents issued to or applied for by or in the name of the OpCo, in each case primarily related to the Business, including the patents and patent applications identified in Schedule B attached hereto (the “Assigned Patent Rights”);

(c) all Marks registered to or applied for by or in the name of the OpCo, in each case primarily related to the Business, including the registrations and applications

for registration identified in Schedule C attached hereto (the “Assigned Trademark Rights”); and

(d) with respect to each of the Assigned Copyrights, Assigned Patent Rights and Assigned Trademark Rights, all rights of priority therein in any country as may now or hereafter be granted to OpCo by law, treaty or other international convention, all rights to renewals, reissues and extensions thereof, all income, royalties and payments due or payable, as well as all the rights to sue and recover damages or obtain relief for past, present and future infringements or misappropriations, together with all of the goodwill associated with any of the foregoing, and all other corresponding rights that are or may be secured under the laws of the United States, or any other country, now or hereafter.

2. Waiver. OpCo hereby acknowledges and agrees that Company shall be the owner of the Assigned IP for any lawful purpose without restriction, and OpCo hereby waives in favour of the Company any and all moral rights OpCo may have to the Assigned Copyrights in the United States of America, and all other countries, including, without limitation, any rights OpCo may have under 17 U.S.C. § 106A.

3. Recordation. Each Party hereby authorizes and requests the United States Patent and Trademark Office, the United States Copyright Office, and any other applicable governmental entity or registrar (including any applicable foreign or international office or registrar) (each, an “IP Office/Registrar”) to record Company as the owner of any Assigned IP that is subject to an application or registration (the “Assigned Registered IP”). The Parties hereby acknowledge that Company shall have the right to record any short-form intellectual property assignment agreements with all applicable IP Office/Registrar(s) so as to record and perfect the assignment, and its ownership of, the Assigned Registered IP.

4. Further Assurances. OpCo hereby agrees to cooperate by executing and delivering such other documents and instruments, and taking such further actions, as may reasonably be requested by Company or any of its affiliates (or any of their successors or assigns) from time to time or as may be necessary or desirable to carry out the purpose and intent of this Agreement.

5. Interpretation. In the event of any inconsistency between the provisions of this Agreement and the Purchase Agreement, the Purchase Agreement shall govern.

6. Applicable Law; Jurisdiction. This Agreement, and all proceedings (whether based on contract, tort or otherwise) arising out of or relating to this Agreement or the actions of the Parties in the negotiation, administration, performance and enforcement hereof, shall be governed by, and construed and enforced in accordance with, the laws of the State of Delaware, without regard to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware. In addition, each of the Parties hereto irrevocably (i) submits to the personal jurisdiction of the Delaware Court of Chancery in and for New Castle County, or in the event (but only in the event) that such Delaware Court of Chancery does not have subject matter jurisdiction over such dispute, the United States District Court for the District of Delaware, or in the event (but only in the event) that such United States District Court also does not have jurisdiction over such dispute, any Delaware State court sitting in New Castle

County, in the event any dispute (whether in contract, tort or otherwise) arises out of this Agreement or the transactions contemplated hereby, (ii) agrees that it will not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from any such court, (iii) waives any objection to the laying of venue of any action relating to this Agreement in such court, (iv) waives and agrees not to plead or claim in any such court that any action relating to this Agreement brought in any such court has been brought in an inconvenient forum, and (v) agrees that it will not bring any action relating to this Agreement in any court other than the Delaware Court of Chancery in and for New Castle County, or in the event (but only in the event) that such Delaware Court of Chancery does not have subject matter jurisdiction over such action, the United States District Court for the District of Delaware, or in the event (but only in the event) that such United States District Court also does not have jurisdiction over such action, any Delaware State court sitting in New Castle County.


7. Counterparts. This Agreement may be executed in one or more counterparts, and by the different parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile, pdf or other electronic method (including DocuSign) shall be as effective as delivery of a manually executed counterpart of this Agreement.

[Signatures appear on following page.]

IN WITNESS WHEREOF, this Intellectual Property Assignment is executed as of the day and year first written above.

ASSIGNOR:

**HEALTHGRADES OPERATING COMPANY,
INC.,**
a Delaware corporation

By: 
Name: Jovan Willford
Title: Chief Executive Officer

ASSIGNEE:

HEALTHGRADES MARKETPLACE, LLC,
a Delaware limited liability company

By: 
Name: Robert Draughton
Title: Chief Executive Officer

SCHEDULE A

COPYRIGHTS

(All listed registrations are United States registrations)

Health Grades, Inc. Hospital Ratings Database. / Reg. TXU001887724 (2013)
Health Grades, Inc. Hospital Awards Database. / Reg. TXU001887723 (2013)
Health Grades, Inc. Hospital Patient Safety Database. / Reg. TXU001887722 (2013)
Health Grades, Inc. Hospital Awards Database. / Reg. TXU001881877 (2013)
Health Grades, Inc. Hospital Patient Safety Database. / Reg. TXU001881876 (2013)
Health Grades, Inc. Hospital Ratings Database. / Reg. TXU001881875 (2013)
Health Grades, Inc. Hospital Ratings Database. / Reg. TXU001865761 (2013)
Health Grades, Inc. Hospital Patient Safety Database. / Reg. TXU001865760 (2013)
Health Grades, Inc. Hospital Awards Database. / Reg. TXU001865759 (2013)
Health Grades, Inc. Hospital Patient Safety Database. / Reg. TXU001853483 (2013)
Health Grades, Inc. Hospital Ratings Database. / Reg. TXU001853481 (2013)
Health Grades, Inc. Hospital Awards Database. / Reg. TXU001853480 (2013)
Health Grades, Inc. Hospital Ratings Database. / Reg. TXU001833637 (2012)
Health Grades, Inc. Hospital Patient Safety Database. / Reg. TXU001833636 (2012)
Health Grades, Inc. Hospital Awards Database. / Reg. TXU001833635 (2012)
Health Grades, Inc. Hospital Patient Safety Database. / Reg. TXU001821220 (2012)
Health Grades, Inc. Hospital Awards Database. / Reg. TXU001821219 (2012)
Health Grades, Inc. Hospital Ratings Database. / Reg. TXU001821218 (2012)
Health Grades, Inc. Hospital Patient Safety Database/ Reg. TXU001817677 (2012)
Health Grades, Inc. Hospital Awards Database/ Reg. TXU001817676 (2012)
Health Grades, Inc. Hospital Ratings Database/ Reg. TXU001817675 (2012)
Health Grades, Inc. Hospital Patient Safety Database. / Reg. TXU001809865 (2012)
Health Grades, Inc. Hospital Awards Database. / Reg. TXU001809863 (2012)
Health Grades, Inc. Hospital Ratings Database. / Reg. TXU001809861 (2012)
Health Grades, Inc. Hospital Patient Safety Database. / Reg. TXU001779927 (2011)
Health Grades, Inc. Hospital Awards Database. / Reg. TXU001779926 (2011)
Health Grades, Inc. Hospital Ratings Database. / Reg. TXU001779925 (2011)
Health Grades, Inc. Hospital Patient Safety Database. / Reg. TXU001764489 (2011)
Health Grades, Inc. Hospital Ratings Database. / Reg. TXU001764488 (2011)
Health Grades, Inc. Hospital Awards Database. / Reg. TXU001764486 (2011)
Health Grades, Inc. Hospital Awards Database. / Reg. TXU001750295 (2011)
Health Grades, Inc. Hospital Ratings Database. / Reg. TXU001750294 (2011)
Health Grades, Inc. Hospital Patient Safety Database. / Reg. TXU001750289 (2011)
Health Grades, Inc. Hospital Patient Safety Database. / Reg. TXU001736106 (2011)
Health Grades, Inc. Hospital Awards Database. / Reg. TXU001736103 (2011)
Health Grades, Inc. Hospital Ratings Database. / Reg. TXU001736094 (2011)
Health Grades, Inc. Hospital Patient Safety Database. / Reg. TXU001722685 (2010)
Health Grades, Inc. Hospital Ratings Database. / Reg. TXU001722684 (2010)
Health Grades, Inc. Hospital Awards Database. / Reg. TXU001722683 (2010)

TRADEMARK

REEL: 007387 FRAME: 0956

Health Grades, Inc. Hospital Patient Safety Database; unpublished updates from April 1, 2010- June 30, 2010; representative creation date June 30, 2010; updated quarterly. / Reg. TXU001710298 (2010)

Health Grades, Inc. Hospital Awards Database; unpublished updates from April 1 - June 30, 2010; representative creation date June 30, 2010; updated quarterly. / Reg. TXU001710275 (2010)

Health Grades, Inc. Hospital Ratings Database; unpublished updates from April 1, 2010- June 30, 2010; representative creation date June 30, 2010; updated quarterly. / Reg. TXU001710267 (2010)

Health Grades, Inc. Hospital Patient Safety Database. / Reg. TXU001688251 (2010)

Health Grades, Inc. Hospital Awards Database. / Reg. TXU001688249 (2010)

Health Grades, Inc. Hospital Ratings Database. / Reg. TXU001688246 (2010)

Health Grades, Inc. Hospital Ratings Database. / Reg. TXU001669375 (2010)

Health Grades, Inc. Hospital Patient Safety Database. / Reg. TXU001669374 (2010)

Health Grades, Inc. Hospital Awards Database. / Reg. TXU001669372 (2010)

Health Grades, Inc. Hospital Patient Safety Database. / Reg. TXU001640088 (2009)

Health Grades, Inc. Hospital Ratings Database. / Reg. TXU001640085 (2009)

Health Grades, Inc. Hospital Awards Database. / Reg. TXU001640084 (2009)

Health Grades, Inc. Hospital Patient Safety Database/ Reg. TXU001633336 (2008)

Health Grades, Inc. Hospital Awards Database/ Reg. TXU001633331 (2008)

Health Grades, Inc. Hospital Ratings Database/ Reg. TXU001633327 (2008)

Hospital ratings database. / Reg. TXU001357510 (2007)

Health Grades, Inc., hospital awards database. / Reg. TXU001356662 (2007)

Health Grades, Inc., hospital patient safety database. / Reg. TXU001356661 (2007)

Health Grades, Inc. hospital awards database. / Reg. TXU001280003 (2006)

Health Grades, Inc. hospital ratings database. / Reg. TXU001280002 (2006)

Health Grades, Inc., hospital awards database. / Reg. TXU001257239 (2005)

Health Grades, Inc., hospital ratings database. / Reg. TXU001257238 (2005)

Health Grades, Inc., hospital patient safety database. / Reg. TXU001257237 (2005)

HealthGrades physician quality comparison report. / Reg. TX0006370577 (2006)

HealthGrades hospital quality report. / Reg. TX0006370576 (2006)

HealthGrades nursing home quality comparison report. / Reg. TX0006370575 (2006)

HealthGrades nursing home quality report. / Reg. TX0006370574 (2006)

HealthGrades physician quality report. / Reg. TX0006370573 (2006)

HealthGrades physician quality comparison report. / Reg. TX0006228861 (2005)

HealthGrades hospital quality report. / Reg. TX0006228860 (2005)

HealthGrades physician quality report. / Reg. TX0006228859 (2005)

HealthGrades nursing home quality comparison report. / Reg. TX0006228858 (2005)

HealthGrades nursing home quality report. / Reg. TX0006228857 (2005)

City of East Peoria, IL. / Reg. VAU000549254 (2002)

Checkmark logo for Health Grades, Inc. / Reg. VA0001679897 (2000)

Healthgrades Operating Company, Inc. Hospital Awards Database / Reg. TXu001964814 (2015)

Healthgrades Operating Company, Inc. Hospital Awards Database / Reg. TXu001964819 (2015)

SCHEDULE B

PATENTS

Applications:



1. U.S. Patent Application No. 17/114,051 Healthcare Provider Search Based on Experience (pending).

Issued Patents:

1. U.S. Patent No. 10,977,254 Healthcare Provider Search Based on Experience.
2. U.S. Patent No. 9,171,342 Connecting patients with emergency/urgent health care.
3. U.S. Patent No. 8,719,052 Internet system for connecting healthcare providers and patients.
4. U.S. Patent No. 7,752,060 Internet system for connecting healthcare providers and patients.

SCHEDULE C

TRADEMARKS

Mark	U.S. Registration No.	Registration Date	U.S. Application Serial No.	Application Date
MyHealthMatch	N/A	N/A	88351870	March 22, 2019
	4728425	April 28, 2015	86045030	August 22, 2013
Healthgrades	5138360	February 7, 2017	86741210	August 28, 2015
Healthgrades	2483194	Aug. 28, 2001	7569386	Apr. 28, 1999
	5566797	September 18, 2018	87499865	June 21, 2017
	5566796	September 18, 2018	87499837	June 21, 2017
Moving Healthcare Ahead	4752348	June 9, 2015	85865653	March 4, 2013
Patient Direct Connect	4086698	January 17, 2012	85257017	March 3, 2011
Right Diagnosis	5087886	November 22, 2016	86741212	August 28, 2015
WriteMD	5429544	March 20, 2018	87308328	January 20, 2017
	5566675	September 28, 2018	87431689	May 1, 2017