

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM672891

<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>
Marketware, Inc.		09/03/2021	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Medsphere Systems Corporation		
<b>Street Address:</b>	1220 E 7800 S, Floor 3		
<b>City:</b>	Sandy		
<b>State/Country:</b>	UTAH		
<b>Postal Code:</b>	84094		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3254706	MARKETWARE	
<b>Registration Number:</b>	5483836	ASCEND	
<b>Registration Number:</b>	5323769	SPARK	
<b>Registration Number:</b>	5323767	SCOUT	
<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>	310-480-6538		
<b>Email:</b>	michael.chodos@medsphere.com		
<b>Correspondent Name:</b>	Michael Chodos, Chief Legal Officer		
<b>Address Line 1:</b>	1220 East 7800 South, Floor 2		
<b>Address Line 2:</b>	Medsphere Systems Corporation		
<b>Address Line 4:</b>	Sandy, UTAH 84094		
<b>ATTORNEY DOCKET NUMBER:</b>	1471214		
<b>NAME OF SUBMITTER:</b>	Michael Chodos, Chief Legal Officer		
<b>SIGNATURE:</b>	/Michael Chodos/		
<b>DATE SIGNED:</b>	09/07/2021		
<b>Total Attachments: 4</b>			

OP \$115.00 3254706

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## INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment ("**Intellectual Property Assignment**"), dated as of September 3, 2021, is made by Marketware Inc. ("**Assignor**"), a division of Medsphere Systems Corporation, in favor of Medsphere Systems Corporation ("**Assignee**"), a Delaware corporation, located at 1220 E 7800 S, Floor 3, Sandy, UT 84094, pursuant to that certain Agreement and Plan of Merger between Assignor and Assignee, dated as of January 19, 2021 (the "**Merger Agreement**").

WHEREAS, Assignor has previously received an assignment of all right, title and interest owned by Bob C. Bartel in and to all copyrights relating to Assignor's business, including without limitation those set forth on Schedule 2 hereto and known as "Marketware" and "Marketware 101 Training Guide;" and

WHEREAS, under the terms of the Merger Agreement, Assignor has conveyed, transferred, and assigned to Assignee, among other assets, certain intellectual property of Assignor, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office, the United States Copyright Office, and any other corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, Assignor agrees as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee all of Assignor's right, title, and interest in and to the following (the "**Assigned IP**"):

(a) the trademark registrations and applications set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof (the "**Trademarks**"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

(b) the copyright registrations and exclusive copyright licenses set forth on Schedule 2 hereto and all issuances, extensions, and renewals thereof (the "**Copyrights**");

(c) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(d) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(e) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignor hereby authorizes any appropriate official of any applicable entity or agency to record and register this IP Assignment upon request by Assignee.

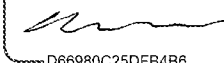
3. Counterparts. This IP Assignment may be executed by electronic means which shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

4. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5. Governing Law. This IP Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

IN WITNESS WHEREOF, Assignor has duly executed and delivered this IP Assignment as of the date first above written.

MARKETWARE INC.

DocuSigned by:  


By: \_\_\_\_\_  
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Name: Alex Obbard

Title: General Manager

**SCHEDULE 1**

**ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS**

**Trademark Registrations**

<b>Mark</b>	<b>Jurisdiction</b>	<b>Registration Number</b>	<b>Registration Date</b>
MARKETWARE	USA	3254706	2007-06-26
ASCEND	USA	5483836	2018-06-05
SPARK	USA	5323769	2017-10-31
SCOUT	USA	5323767	2017-10-31

**SCHEDULE 2**

**ASSIGNED COPYRIGHT REGISTRATIONS AND APPLICATIONS**

**Copyright Registrations**

<b>Title</b>	<b>Jurisdiction</b>	<b>Registration Number</b>	<b>Registration Date</b>
Marketware – Ascend	USA	TX0008219534	2016-04-25
MarketWare	USA	TX0006997692	2008-03-26
MarketWare 101 Training Guide	USA	TX0007282417	2008-03-07