

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM694631

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Quantros Super Holding Corporation		02/23/2021	Corporation: DELAWARE
Quantros Holding Corporation		02/23/2021	Corporation: DELAWARE
Quantros, Inc.		02/23/2021	Corporation: CALIFORNIA
Quince Medical Neighborhoods, LLC		02/23/2021	Limited Liability Company: DELAWARE
Comparion Medical Analytics, LLC		02/23/2021	Limited Liability Company: SOUTH CAROLINA

RECEIVING PARTY DATA

Name:	HCBB Quality, LLC
Street Address:	340 Seven Springs Way
Internal Address:	Sixth Floor
City:	Brentwood
State/Country:	TENNESSEE
Postal Code:	37027
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	6077776	QUANTROS
Registration Number:	5034279	QUANTROS
Registration Number:	5034280	QUANTROS PATIENT SAFETY CENTER
Registration Number:	4769102	COMPARION
Registration Number:	3715960	CARECHEX
Registration Number:	4661733	CARETRACKS
Registration Number:	6081870	QUINCE
Registration Number:	6179962	QUINCE

CORRESPONDENCE DATA

Fax Number: 6157426293

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.

CH \$215.00 6077776

Phone: 6157427760
Email: trademarks@bassberry.com
Correspondent Name: Robert L. Brewer
Address Line 1: 150 3rd Ave. S.
Address Line 2: Suite 2800
Address Line 4: Nashville, TENNESSEE 37201

ATTORNEY DOCKET NUMBER: 126511.0101

NAME OF SUBMITTER: Robert L. Brewer

SIGNATURE: /Robert L. Brewer/

DATE SIGNED: 12/14/2021

Total Attachments: 7

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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Trademark Assignment") is made this 23rd day of February, 2021, by and between Quantros Super Holding Corporation, a Delaware corporation, Quantros Holding Corporation, a Delaware corporation, Quantros, Inc., a California corporation, Quince Medical Neighborhoods, LLC, a Delaware limited liability company, Comparison Medical Analytics, LLC, a South Carolina limited liability company, (hereinafter, collectively, "Assignor"), and HCBB Quality, LLC, a Delaware limited liability company (hereinafter "Assignee").

WHEREAS, pursuant to the Asset Purchase Agreement dated as of February 22, 2021 by and among Assignor, Assignee and the other parties thereto, Assignor agrees to assign, transfer and convey all of its right, title and interest in and to the Marks (as defined below) to Assignee;

WHEREAS, Assignor owns and is using in the United States the trademarks identified on the Schedule A attached hereto (collectively, hereinafter the "Marks"); and

WHEREAS, Assignee is desirous of acquiring the Marks and all rights therein, including the goodwill of the business associated therewith, as well as all common-law rights and all federal trademark and service mark registrations and applications identified on Schedule A attached hereto and made a part hereof.

NOW, THEREFORE, for valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

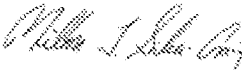
1. Assignor hereby absolutely, irrevocably and unconditionally conveys, transfers and assigns to Assignee forever, without restrictions, limitations or reservations, all rights, title and interest in and to the Marks, all common-law rights, all federal registrations and applications identified on Schedule A, together with the goodwill of the business associated therewith.
2. Assignor further assigns to Assignee all any and all claims and causes of action with respect to the Marks, whether accruing before, on or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other equitable relief for past, present, and future infringement, 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.
3. Assignor agrees that at any time and from time to time after the date hereof, at the request of Assignee and without further consideration, Assignor shall execute and deliver such other instruments, take such action, and provide such cooperation and assistance to Assignee and its successors, assigns and legal representatives as Assignee may reasonably request to transfer, convey and assign to Assignee, and to confirm and perfect and evidence Assignee's right, title and interest in and to the Marks.
4. Nothing in this Trademark Assignment, express or implied, is intended or shall be construed to confer upon, or give to, any person, other than the parties to this assignment, any rights, remedies, obligations or liabilities.

5. This Trademark Assignment shall bind and inure to Assignee and Assignor and their respective successors and assigns.
6. Assignor and Assignee hereby agree and acknowledge that this Trademark Assignment is being entered into pursuant to and subject to the terms and conditions set forth in the Asset Purchase Agreement. In the event of any irreconcilable inconsistency between this Trademark Assignment and the Asset Purchase Agreement, the Asset Purchase Agreement shall control.
7. This Trademark 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.

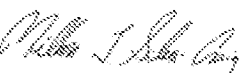
[signature page follows]

IN WITNESS WHEREOF, the undersigned has caused this Trademark Assignment to be executed as of February 23, 2021.

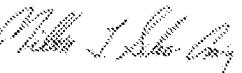
QUANTROS SUPER HOLDING CORPORATION,
a Delaware corporation

By: 
Name: Milton Silva-Craig
Title: Chief Operating Officer

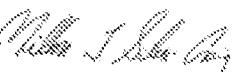
QUANTROS HOLDING CORPORATION,
a Delaware corporation

By: 
Name: Milton Silva-Craig
Title: Chief Operating Officer

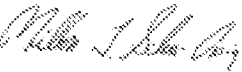
QUANTROS, INC.,
a California corporation

By: 
Name: Milton Silva-Craig
Title: Chief Operating Officer

QUINCE MEDICAL NEIGHBORHOODS, LLC,
a Delaware limited liability company

By: 
Name: Milton Silva-Craig
Title: Chief Operating Officer

COMPARION MEDICAL ANALYTICS, LLC,
a South Carolina limited liability company

By: 
Name: Milton Silva-Craig
Title: Chief Operating Officer

[Signatures Continue on Next Page]

[Signature Page to Trademark Assignment Agreement]

TRADEMARK
REEL: 007529 FRAME: 0167

Acknowledged and Agreed:

HCBB QUALITY, LLC

By: Scott Paddock
Name: Scott Paddock
Title: President

[Signature Page to Trademark Assignment Agreement]

TRADEMARK
REEL: 007529 FRAME: 0168

SCHEDULE A
ASSIGNED MARKS

Registered Trademarks:

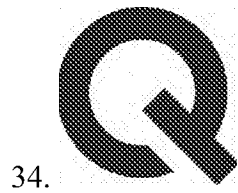
Mark	Serial No. Filing Date	Reg. No. Reg. Date	Status
QUANTROS	88409054 April 30, 2019	6077776 June 16, 2020	Registered
QUANTROS	86588845 April 6, 2015	5034279 September 6, 2016	Registered
QUANTROS PATIENT SAFETY CENTER	86588854 April 6, 2015	5034280 September 6, 2016	Registered
COMPARION	85841282 February 5, 2013	4769102 July 7, 2015	Registered
CARECHEX	77371022 January 14, 2008	3715960 November 24, 2009	Renewed
CARETRACKS	85855295 February 20, 2013	4661733 December 30, 2014	Registered
QUINCE	88578659 August 14, 2019	6081870 June 16, 2020	Registered
QUINCE	88869923 April 13, 2020	6179962 October 20, 2020	Registered

Unregistered Trademarks:

1. CARE
2. CARE PERFORMANCE ASSESSMENT SUITE
3. CAREPOINTS
4. IMPROVE
5. SMART ADVISOR
6. SMART CARDS
7. SMARTTARGETS
8. PHYSICIAN QUALITY RATING ANALYSIS
9. MEDIA CAREKIT
10. HOSPITAL COMPETITIVE POSITIONING ANALYSIS
11. HOSPITAL CORE COMPLIANCE ANALYSIS

12. HOSPITAL QUALITY RATING ANALYSIS
13. PHYSICIAN PRACTICE PATTERN ANALYSIS
14. PHYSICIAN HOSPITAL OUTPATIENT ANALYSIS
15. PHYSICIAN OFFICE PRACTICE ANALYSIS
16. CONTINUUM OF CARE ANALYSIS
17. PHYSICIAN CARECARD
18. SEVERITY, INTENSITY, AND COMPLEXITY
19. SIC
20. RISK-ADJUSTED MORTALITY INDEX
21. RAMI
22. RISK-ADJUSTED COMPLICATIONS INDEX
23. RACI
24. RISK-ADJUSTED READMISSIONS INDEX
25. RARI
26. RISK-ADJUSTED PATIENT SAFETY INDEX
27. RAPSI
28. COMPOSITE QUALITY SCORE
29. CQS
30. COMPOSITE QUALITY RATING
31. CQR
32. INSTITUTE FOR MANAGING PERFORMANCE-RELATED OUTCOMES
AND VARIATION EVALUATION

33. **QUANTROS**[®]



36. All branding and related materials in connection with the QUANTROS brand, the Quince product, and the Quality product

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