

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM704518

<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>
Conduent Business Services, LLC		01/24/2022	Limited Liability Company: DELAWARE
Conduent Commerical Solutions, LLC		01/24/2022	Limited Liability Company: NEVADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Conduent Care Management LLC		
<b>Street Address:</b>	100 Campus Drive		
<b>Internal Address:</b>	Suite 200		
<b>City:</b>	Florham Park		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	07932		
<b>Entity Type:</b>	Limited Liability Company: ARIZONA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3456667	STATIT PIMD	
<b>Registration Number:</b>	5296687	JUVO	
<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>Email:</b>	joanna.crosby@hklaw.com, daniel.barsky@hklaw.com, ptdocketing@hklaw.com		
<b>Correspondent Name:</b>	Joanna Crosby		
<b>Address Line 1:</b>	800 17th Street, NW		
<b>Address Line 2:</b>	Suite 1100		
<b>Address Line 4:</b>	Washington, D.C. 20006		
<b>NAME OF SUBMITTER:</b>	Daniel J. Barsky		
<b>SIGNATURE:</b>	/Daniel J. Barsky/		
<b>DATE SIGNED:</b>	01/25/2022		
<b>Total Attachments: 11</b>			

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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement ("**IP Assignment**"), dated as of January 24, 2022, is made by Conduent Business Services, LLC, a Delaware limited liability company ("**Seller**") and Conduent Commercial Solutions, LLC, a Nevada limited liability company ("**Conduent Commercial**") in favor of Conduent Care Management LLC, an Arizona limited liability company ("**Buyer**") (Seller, Conduent Commercial, and Buyer are collectively referred to herein as the "**Parties**").

WHEREAS, Seller, Conduent Incorporated, and Symplr Software, Inc. are parties to that certain Equity Interest Purchase Agreement, dated as of December 29, 2021 (the "**Equity Interest Purchase Agreement**"); and

WHEREAS, pursuant to Section 5.05(a) of the Equity Interest Purchase Agreement, certain intellectual property assets, including the Assigned IP (as that term is defined below) are to be assigned to a Purchased Subsidiary (as that term is defined in the Equity Interest Purchase Agreement) prior to closing under the Equity Interest Purchase Agreement; and

WHEREAS, Buyer is a Purchased Subsidiary.

NOW THEREFORE, the Parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Conduent Commercial hereby irrevocably convey, transfer, and assign to Buyer, and Buyer hereby accepts, all of Seller's and Conduent Commercial's right, title, and interest in and to the following (collectively, the "**Assigned IP**"):

(a) the patents and patent applications set forth on Schedule 0 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof;

(b) the trademark registrations and applications set forth on Schedule 0 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;

(c) the domain names set forth on Schedule 3 hereto;

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

(e) 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

(f) 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. Seller and Conduent Commercial hereby authorize the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Buyer. Following the date hereof, upon Buyer's reasonable request, and at Buyer's sole cost and expense, Seller and Conduent Commercial shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned IP to Buyer, or any assignee or successor thereto.

3. Terms of the Equity Interest Purchase Agreement. The Parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Equity Interest Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the Equity Interest Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Equity Interest Purchase Agreement and the terms hereof, the terms of the Equity Interest Purchase Agreement shall govern.

4. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail, DocuSign or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

5. 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.

6. 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, Seller and Conduent Commercial have duly executed and delivered this IP Assignment as of the date first above written.

SELLER:

CONDUENT BUSINESS SERVICES, LLC

By: \_\_\_\_\_

Kevin Ciglo

Assistant Secretary

Address for Notices:

100 Campus Dr. Suite 200

Florham Park, New Jersey 07932

CONDUENT COMMERCIAL SOLUTIONS,  
LLC

By: \_\_\_\_\_

Kevin Ciglo

Assistant Secretary

Address for Notices:

100 Campus Dr. Suite 200

Florham Park, New Jersey 07932

STATE OF CONNECTICUT

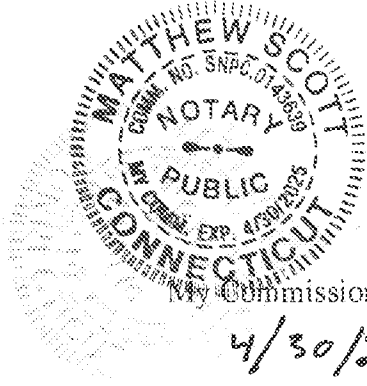
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)SS.

COUNTY OF HARTFORD

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On the 24th day of January, 2022, before me personally appeared Kevin Ciaglo, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he executed the same in his authorized capacity as the Assistant Secretary of Conduent Business Services, LLC and Conduent Commercial Solutions LLC and acknowledged the instrument to be the free act and deed of his for the uses and purposes mentioned in the instrument.



*Matthew Scott*

Notary Public

Printed Name: *Matthew Scott*

My Commission Expires:

*4/30/2025*

AGREED TO AND ACCEPTED:

BUYER:

CONDUENT CARE MANAGEMENT LLC

By: \_\_\_\_\_

Kevin Ciagle

Assistant Secretary

Address for Notices:

100 Campus Dr. Suite 200

Florham Park, New Jersey 07932

**TRADEMARK**

**REEL: 007567 FRAME: 0449**

**SCHEDULE 1**

Patent Application Title	Country	Status	Filed Date	Application Number	Grant Date	Patent No.	Current Owner
LONG-TERM MEMORY NETWORKS FOR KNOWLEDGE EXTRACTION FROM TEXT AND PUBLICATIONS	United States of America	Application	2016-11-28	62/426643			CONDUENT BUSINESS SERVICES, LLC
METHODS AND SYSTEMS FOR ANALYZING HEALTHCARE DATA	Germany (Federal Republic of)	Application	2015-01-30	102015201688.9			CONDUENT BUSINESS SERVICES, LLC
METHODS AND SYSTEMS FOR ANALYZING HEALTHCARE DATA	Germany (Federal Republic of)	Application	2015-01-30	102015201690.0			CONDUENT BUSINESS SERVICES, LLC
METHODS AND SYSTEMS FOR PREDICTING HEALTH CONDITION OF HUMAN SUBJECTS	Germany (Federal Republic of)	Application	2016-02-04	102016201728.4			CONDUENT BUSINESS SERVICES, LLC
Birth Registration	United States of America	Granted	2013-04-04	13/856722	2017-11-14	9818165	CONDUENT BUSINESS SERVICES, LLC
METHOD AND SYSTEM FOR PREDICTING ADMISSION OF A HUMAN SUBJECT TO A WARD IN A MEDICAL CENTER	United States of America	Granted	2016-03-22	15/077049	2020-03-31	10607151	CONDUENT BUSINESS SERVICES, LLC
FORECASTING A PATIENT VITAL MEASUREMENT FOR HEALTHCARE ANALYTICS	United States of America	Granted	2016-04-19	15/132460	2020-02-11	10559385	CONDUENT BUSINESS SERVICES, LLC
SYSTEM AND METHOD OF MODELING IRREGULARLY SAMPLED TEMPORAL DATA USING KALMAN FILTERS	United States of America	Granted	2016-03-29	15/083466	2019-10-08	10437944	CONDUENT BUSINESS SERVICES, LLC
Stance Classification of Multi-Perspective Consumer Health Information	United States of America	Granted	2017-01-31	15/420355	2020-04-21	10628738	CONDUENT BUSINESS SERVICES, LLC
METHODS AND SYSTEMS FOR ANALYZING HEALTHCARE DATA	United States of America	Granted	2014-02-13	14/179752	2019-08-13	10380497	CONDUENT BUSINESS SERVICES, LLC
METHODS AND SYSTEMS FOR PREDICTING HEALTH CONDITION OF HUMAN SUBJECTS	United States of America	Granted	2015-02-24	14/629766	2018-01-16	9870449	CONDUENT BUSINESS SERVICES, LLC
SYSTEM AND METHOD FOR PREDICTING HEALTH CONDITION OF A PATIENT	United States of America	Granted	2015-02-26	14/632117	2020-12-15	10867703	CONDUENT BUSINESS SERVICES, LLC
METHODS AND SYSTEMS FOR PREDICTING A HEALTH CONDITION OF A HUMAN SUBJECT	United States of America	Granted	2015-07-14	14/798504	2019-10-22	10448898	CONDUENT BUSINESS SERVICES, LLC



METHODS AND SYSTEMS FOR PREDICTING MORTALITY OF A PATIENT	United States of America	Granted	2015-09-01	14/841812	2019-11-05	10463312	CONDUENT BUSINESS SERVICES, LLC
METHODS AND SYSTEMS FOR PREDICTING A HEALTH CONDITION OF A HUMAN SUBJECT	United States of America	Granted	2016-04-05	15/090710	2019-10-29	10460074	CONDUENT BUSINESS SERVICES, LLC
METHOD AND SYSTEM TO PROCESS ELECTRONIC MEDICAL RECORDS FOR PREDICTING HEALTH CONDITIONS OF PATIENTS	United States of America	Granted	2016-07-08	15/205058	2020-08-04	10734101	CONDUENT BUSINESS SERVICES, LLC
METHOD AND SYSTEM FOR DATA PROCESSING TO PREDICT HEALTH CONDITION OF A HUMAN SUBJECT	United States of America	Granted	2016-08-29	15/249648	2019-11-05	10468136	CONDUENT BUSINESS SERVICES, LLC
SYSTEM AND METHOD FOR PREDICTING HEALTH CONDITION OF A PATIENT	United States of America	Granted	2016-08-22	15/242667	2021-08-10	11087879	CONDUENT BUSINESS SERVICES, LLC
METHOD AND APPARATUS FOR PREDICTING MORTALITY OF A PATIENT USING TRAINED CLASSIFIERS	United States of America	Granted	2016-03-09	15/065432	2021-05-18	11011274	CONDUENT BUSINESS SERVICES, LLC
LONG-TERM MEMORY NETWORKS FOR KNOWLEDGE EXTRACTION FROM TEXT AND PUBLICATIONS	United States of America	Granted	2016-12-06	15/370305	2021-03-30	10963789	CONDUENT BUSINESS SERVICES, LLC
METHOD AND SYSTEM FOR PREDICTING ADMISSION OF A HUMAN SUBJECT TO A WARD IN A MEDICAL CENTER	Germany (Federal Republic of)	Published	2017-03-17	102017105844.3			CONDUENT BUSINESS SERVICES, LLC

**SCHEDULE 2**

Mark Name	Mark Type	Country	Status	Application Number	Filed Date	Registration Number	Registration Date	International Classes	Current Owner
STATTE PIMD	Word Only	United States of America	Registered	77180193	2007-05-14	3456667	2008-07-01	9	CONDUENT BUSINESS SERVICES, LLC
JUYO	Word Only	United States of America	Registered	86278345	2014-05-12	5,296,687	2017-09-26	9	CONDUENT BUSINESS SERVICES, LLC
JUYO	Word Only	Honduras	Registered	17562-14	2014-05-20	148	2015-01-21	9	XEROX CORP.
JUYO	Word Only	Costa Rica	Registered	2014-006340	2014-07-26	240451	2014-12-15	9	XEROX CORP.
JUYO	Word Only	Paraguay	Registered	1420207	2014-05-16	409,468	2014-12-30	9	XEROX CORP.
JUYO	Word Only	Uruguay	Registered	455832	2014-05-30	455832	2015-01-30	9	XEROX CORP.
JUYO	Word Only	South Africa	Registered	2014/12229	2014-05-16	2014/12229	2016-01-29	9	XEROX CORP.
JUYO	Word Only	Hong Kong	Registered	302999657	2014-05-19	302999657	2014-11-13	9	XEROX CORP.
JUYO	Word Only	Canada	Registered	1677563	2014-05-20	TMA984792	2017-11-14	9	CONDUENT BUSINESS SERVICES, LLC
JUYO	Word Only	El Salvador	Registered	2014135736	2014-05-27	00225	2015-11-07	9	XEROX CORP.
JUYO	Word Only	Brazil	Abandoned	907726690	2014-05-22			9	CONDUENT BUSINESS SERVICES, LLC
JUYO	Word Only	Guatemala	Registered	2014-4635	2014-05-19	210811	2015-12-09	9	XEROX CORP.
JUYO	Word Only	Kuwait	Registered	151899	2014-05-21	322415	2015-05-04	9	XEROX CORP.
JUYO	Word Only	Venezuela	Registered	2014-036807	2014-05-28	P348001	2015-07-28		XEROX CORP.

Mark Name	Mark Type	Country	Status	Application Number	Filing Date	Registration Number	Registration Date	International Classes	Current Owner
JUVO	Word Only	Dominican Republic	Registered	2014-15399	2014-05-28	213631	2014-08-15	9	NERON CORP.
JUVO	Word Only	Ecuador	Registered	2014-1310	2014-05-20	IEPI_2015_ TI_004614	2015-11-13	9	NERON CORP.
JUVO	Word Only	Chile	Registered	1.107.707	2014-05-20	1.166.703	2015-05-26	9	NERON CORP.
JUVO	Word Only	Peru	Registered	575431	2014-05-16	214512	2014-08-20	9	NERON CORP.
JUVO	Word Only	Jamaica	Registered	064796	2014-05-26	64796	2015-04-27	9	NERON CORP.
JUVO	Word Only	Qatar	Registered	89402	2014-05-19	89402	2016-01-04	9	NERON CORP.
JUVO	Word Only	Saudi Arabia	Registered	1435018999	2014-08-13	1435018999	2015-02-12	9	NERON CORP.
JUVO	Word Only	United Arab Emirates	Registered	212082	2014-05-22	212082	2017-04-05	9	NERON CORP.
JUVO	Word Only	Sri Lanka	Abandoned	189159	2014-06-02			9	NERON CORP.
JUVO	Word Only	International	Registered	1216083	2014-05-19	1216083	2014-05-19	9	NERON CORP.
JUVO	Word Only	China	Abandoned	1216083	2014-05-19			9	NERON CORP.
JUVO	Word Only	European Union	Registered	1216083	2014-05-19	1216083	2015-07-21	9	NERON CORP.
JUVO	Word Only	India	Registered	1216083	2014-05-19	1216083	2016-04-16	9	NERON CORP.
JUVO	Word Only	Israel	Registered	1216083	2014-05-19	1216083	2016-05-05	9	NERON CORP.
JUVO	Word Only	New Zealand	Registered	1216083	2014-05-19	1005433	2015-02-03	9	NERON CORP.
JUVO	Word Only	Philippines	Registered	1216083	2014-05-19	1216083	2016-04-28	9	NERON CORP.
JUVO	Word Only	Russian Federation	Registered	1216083	2014-05-19	1216083	2015-08-25	9	NERON CORP.

Mark Name	Mark Type	Country	Status	Application Number	Filed Date	Registration Number	Registration Date	International Classes	Current Owner
JUVO	Word Only	Argentina	Registered	3,421,613	2015-07-01	3,132,263	2020-12-23	9	NERON CORP.
JUVO	Word Only	China	Lapsed	18615642	2015-12-16	18615642	2017-10-28	9	CONDUENT BUSINESS SERVICES LLC
MIDAS PLUS		US State (AZ)	Registered			9020328	2017-04-21		CONDUENT CARE MANAGEMENT, INC.
NERON COMMERCIAL SOLUTIONS, LLC		US State (NE)	Registered			10241376	2017-04-05		CONDUENT COMMERCIAL SOLUTIONS, LLC
NERON COMMERCIAL SOLUTIONS		US State (AZ)	Registered			9013114	2017-03-29		CONDUENT COMMERCIAL SOLUTIONS, LLC
NERON COMMERCIAL SOLUTIONS, LLC		US State (LA)	Registered			683302	2017-02-24		CONDUENT COMMERCIAL SOLUTIONS, LLC

**SCHEDULE 3**

1. midasplus.com
2. midaspluslive.com
3. statit.com