

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM712268

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ambry Genetics Corporation		02/09/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	REALM IDx, Inc.		
Street Address:	1 Enterprise		
City:	Aliso Viejo		
State/Country:	CALIFORNIA		
Postal Code:	92656		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	90574267	LATTICE	
Serial Number:	90741545		
CORRESPONDENCE DATA			
Fax Number:	2165790212		
<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:	216-586-7129		
Email:	nytef@jonesday.com		
Correspondent Name:	Carrie L. Kiedrowski		
Address Line 1:	250 Vesey Street		
Address Line 4:	New York, NEW YORK 10281		
ATTORNEY DOCKET NUMBER:	106517-999100		
NAME OF SUBMITTER:	Carrie L. Kiedrowski		
SIGNATURE:	/Carrie L. Kiedrowski/		
DATE SIGNED:	03/04/2022		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (“Assignment”) is effective as of February 9, 2022 (the “Effective Date”), and entered by and between Ambry Genetics Corporation, a Delaware corporation (“Assignor”), and REALM IDx, Inc., a Delaware corporation (“Assignee”) (collectively, the “Parties”).

WHEREAS, Assignor owns of all trademarks, service marks, and trade names used in connection with its business, including but not limited to all common law rights, all registrations thereof as shown in the attached Schedule A, and all goodwill of the business associated therewith and symbolized thereby (the “Assigned Marks”); and

WHEREAS, Assignee is desirous of acquiring the exclusive right, title and interest in and to the Assigned Marks.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Assignment. Assignor hereby irrevocably assigns, sells, transfers, and conveys to Assignee, its successors and assigns, all of its right, title, and interest in and to the Assigned Marks, including without limitation, the trademarks and the trademark registrations (including as set forth on Schedule A), any renewals thereof, any common law rights to such Assigned Marks, all goodwill of the business associated therewith and symbolized by the Assigned Marks, the right to sue and to collect damages and payments for claims of past, present, and future infringement or misappropriation thereof, and any and all other tangible or intangible rights arising from or related to the Assigned Marks or Assignor’s use of the Assigned Marks.

2. Recordation. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States of America and all foreign government trademark offices to record Assignee as owner of the Assigned Marks and to issue any and all registrations, including renewals thereof, to Assignee, its successors, assigns, nominees or other legal representatives.

3. Representations by Assignor. Assignor represents that it is the owner of all rights in and to the Assigned Marks and that it has the right to grant the assignment herein to Assignee.

4. Procedures. Assignor agrees that, upon request, it will, at Assignee’s expense for any reasonable costs incurred, promptly furnish all necessary documentation relating to or supporting chain of title and confirming Assignee’s ownership of all right, title, and interest in and to the Assigned Marks, and sign and deliver all papers, take all rightful oaths, and do all acts that may be reasonably necessary for vesting title to the Assigned Marks in Assignee, its successors and assigns. In the event Assignor fails to execute such documentation after a reasonable amount of time, Assignor hereby appoints Assignee with full and complete authority and power of attorney to act in the stead of Assignor and to execute and record as its attorney-in-fact such transfer documentation.

5. Successors and Assigns. This Agreement will be fully binding upon, inure to the benefit of and be enforceable by the Parties and their respective successors and assigns.

6. Entire Agreement; Counterparts. This Agreement, together with the attached Schedule A, constitute the entire agreement, and supersedes any and all prior or contemporaneous agreements, whether written or oral, with regard to the Assigned Marks. No amendment, modification or waiver of any of the provisions of this Agreement will be valid unless set forth in a written instrument signed by the party to be bound. An executed copy of this Agreement may be delivered by means of a facsimile machine or other electronic transmission (including .pdf., tif, .gif, .jpeg or similar attachment to electronic mail files), and shall be treated in all manner and respects and for all purposes as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed by their duly authorized representatives on the Effective Date above.

ASSIGNOR

AMBRY GENETICS CORPORATION

DocuSigned by:
By: Michelle Smith
81DE4131DA164EA...
Name: Michelle Smith
Title: General Counsel

ASSIGNEE

REALM ID, INC.

DocuSigned by:
By: Michelle Smith
D3F2B732FB304DA...
Name: Michelle Smith
Title: General Counsel