

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM718778

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|---|--|-----------------------|---------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| DermLab, LLC | | 07/01/2021 | Limited Liability Company: ALABAMA |
| RECEIVING PARTY DATA | | | |
| Name: | PathGroup Alabama, LLC | | |
| Street Address: | 5301 Virginia Way, Suite 300 | | |
| City: | Brentwood | | |
| State/Country: | TENNESSEE | | |
| Postal Code: | 37027 | | |
| Entity Type: | Limited Liability Company: ALABAMA | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4741137 | DERMLAB | |
| Registration Number: | 4789031 | DERMLAB | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2124464900 | | |
| <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> | | | |
| Email: | susan.zablocki@kirkland.com | | |
| Correspondent Name: | SUSAN ZABLOCKI | | |
| Address Line 1: | KIRKLAND & ELLIS LLP | | |
| Address Line 2: | 601 LEXINGTON AVENUE | | |
| Address Line 4: | NEW YORK, NEW YORK 10022 | | |
| ATTORNEY DOCKET NUMBER: | 26721-15 | | |
| NAME OF SUBMITTER: | SUSAN ZABLOCKI | | |
| SIGNATURE: | /susan zablocki/ | | |
| DATE SIGNED: | 04/04/2022 | | |
| Total Attachments: 3 | | | |
| source=Project Blackbear - Trademark Assignment Agreement (Executed)_(77759518_4)#page1.tif | | | |
| source=Project Blackbear - Trademark Assignment Agreement (Executed)_(77759518_4)#page2.tif | | | |
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Trademark Assignment

This TRADEMARK ASSIGNMENT (this "Trademark Assignment") is made and entered into as of July [1], 2021, by and between DermLab, LLC, an Alabama limited liability company ("Assignor"), and PathGroup Alabama, LLC, an Alabama limited liability company ("Assignee"). Assignor and Assignee are each individually referred to herein as a "Party", and collectively as the "Parties".

WHEREAS, reference is made to that certain Asset Purchase Agreement, dated as of the date hereof (the "Purchase Agreement"), by and among Assignor, Assignee, Associated Pathologists, LLC, a Delaware limited liability company, Dr. Michael Jacobs, Dr. Stephen Mason, and Dr. Charles Parrish. Capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Purchase Agreement.

WHEREAS, pursuant and subject to the Purchase Agreement, Assignor desires to assign, transfer and convey to Assignee, and Assignee desires to acquire from Assignor, the trademark registrations set forth on Exhibit A (the "Assigned Trademarks").

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

1. Assignor hereby assigns, transfers, and conveys to Assignee all of Assignor's right, title and interest in, to and under the Assigned Trademarks, including (i) all goodwill associated with or symbolized by the Assigned Trademarks, (ii) all common law rights or other unregistered rights corresponding to the Assigned Trademarks in any jurisdiction, and (iii) Assignor's rights of enforcement and the rights, interests, claims and demands recoverable in law or equity that Assignor has or may have to collect damages for past, present and future infringement or misappropriation of the Assigned Trademarks.
2. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and other empowered officials of the United States Patent and Trademark Office to record and register this Trademark Assignment.
3. Assignor shall from time to time after the date of this Trademark Assignment, at Assignee's reasonable request and expense and without further consideration, (i) take all further legal actions, (ii) provide to Assignee and Assignee's Affiliates, successors, assigns or other legal representatives all such cooperation and assistance that Assignee reasonably may deem appropriate and to the extent reasonably possible for the Assignor, and (iii) execute and deliver such other instruments of conveyance and transfer, consents, bills of sale, assignments and assurances, in each case of clauses (i) through (iii) as reasonably necessary and possible to consummate, confirm or evidence the sale, conveyance, transfer, assignment and delivery to Assignee of the Assigned Trademarks.
4. Any notice, request or other document to be given hereunder to any Party hereto shall be given in the manner specified in the Purchase Agreement.
5. This Trademark Assignment may be executed in multiple original, PDF or facsimile counterparts, each of which shall be deemed an original, and all of which taken together shall be considered one and the same agreement.
6. The interpretation and construction of this Trademark Assignment, and all matters relating to this Trademark Assignment, will be governed by the laws of the State of Delaware without giving effect to any conflict of law provisions thereof.

IN WITNESS WHEREOF, Assignor has caused this Trademark Assignment to be executed and delivered as of the day and year first above written.

DERMLAB, LLC

as Assignor

By:  _____
DocuSigned by:
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Name: Charles Parrish, M.D.

Title: Manager

PATHGROUP ALABAMA, LLC

as Assignee


By:  _____

Name: Ben Davis, MD

Title: President and CEO

Exhibit A

Assigned Trademarks

| Mark | Jurisdiction | Serial No. Filing Date | Registration No. Registration Date | Status | Current Owner of Record |
|---|---------------------|-----------------------------------|---|---------------|------------------------------------|
| DERMLAB | U.S. | 86439921 30-OCT- 2014 | 4741137 19-MAY-2015 | Registered | DermLab, LLC |
|  DERMLAB | U.S. | 86439931 30-OCT- 2014 | 4789031 11-AUG-2015 | Registered | DermLab, LLC |