

TRADEMARK ASSIGNMENT COVER SHEET


Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM729265

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Stout Solutions, LLC		09/29/2021	Limited Liability Company: NEVADA
RECEIVING PARTY DATA			
Name:	FirstWatch Solutions, Inc.		
Street Address:	1930 Palomar Point Way		
Internal Address:	Suite 101		
City:	Carlsbad		
State/Country:	CALIFORNIA		
Postal Code:	92008		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2826097	FIRSTWATCH	
Registration Number:	4081324	FIRSTPASS	
Registration Number:	5285559	FIRST WATCH	
CORRESPONDENCE DATA			
Fax Number:	7349302494		
<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:	7349302488		
Email:	trademarks@bodmanlaw.com		
Correspondent Name:	Susan M. Kornfield		
Address Line 1:	201 South Division Street, Suite 400		
Address Line 4:	Ann Arbor, MICHIGAN 48104		
NAME OF SUBMITTER:	Susan M. Kornfield		
SIGNATURE:	/susan m. kornfield/		
DATE SIGNED:	05/20/2022		
Total Attachments: 1			
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OP \$90.00 2826097

ASSIGNMENT OF INTELLECTUAL PROPERTY AND RELATED RIGHTS

1. **Parties; Effective Date.** This "Assignment of Intellectual Property and Related Rights" ("Agreement") is between Stout Solutions, LLC, a Nevada limited liability company with offices at 1930 Palomar Point Way, Suite 101, Carlsbad, California 92008 ("Assignor") and FirstWatch Solutions, Inc., a California corporation with offices at 1930 Palomar Point Way, Suite 101, Carlsbad, California 92008 ("Assignee"). This Agreement is effective September 29, 2021.
2. **Identification of Intellectual Property and Related Rights.** Assignor is the owner of or has certain beneficial rights in intellectual property and related rights, including:
 - (a) trademarks, service marks, trade names, trade dress, logos, social media handles, domain names, and other indicia of source (collectively, the "Marks"), including the domain name <http://stoutsolutions.com> and the following U.S. trademark registrations: U.S. Reg. No. 2,826,097 for "FIRSTWATCH"; U.S. Reg. No. 4,081,324 for "FIRSTPASS", and U.S. Reg. No. 5,285,559 for 
 - (b) the invention "Bio-Surveillance System," U.S. Patent No. 9,642,562, Canadian Patent No. 2495768, Australian Patent Application No. 2003298552, New Zealand Patent No. 538348 (collectively, the "Patents"); and
 - (c) software, technical specifications, documentation, designs, algorithms, processes, systems, methods, source code, executable code, designs, development code, research, data, compilations of data, and copyrights, confidential information, and trade secrets in the foregoing ("Other IP"). The Marks, Patents, and Other IP are referred to collectively as the "IP."
3. **Assignment.** For good and valuable consideration, receipt of which is hereby acknowledged, Assignor hereby assigns to Assignee, and Assignee accepts, all right, title, and interest in and to the IP, along with the goodwill associated with the Marks; all US and foreign registrations of the Marks and Patents, any intangible, intellectual property, industrial, and moral rights relating to such IP; the right to sue or otherwise recover for any and all past, present, and future infringements of the IP; all income, royalties, damages, and other payments now and hereafter due and/or payable with respect to the IP; and any and all other rights, whether legal, beneficial, contractual, statutory, or common law, corresponding to the IP.
4. **General Terms.** The parties shall cooperate in effectuating the terms of this Agreement. By way of example, Assignor shall provide Assignee with login credentials, passwords, other account information and data relating to the domain names and to social media accounts. This Agreement is governed by the laws of the State of California. It is the entire agreement between the parties and supersedes any prior understanding or promises. It may be amended only by a writing signed by all parties and shall be binding upon and inure to the benefit of the parties, their successors and assigns.

AGREED AND ACCEPTED:

Stout Solutions, LLC "Assignor"



Todd Stout, Member, Stout Solutions, LLC

FirstWatch Solutions, Inc. "Assignee"



Todd Stout, CEO, FirstWatch Solutions, Inc.