

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM733891

<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>
ProModel Government Solutions, Inc.		06/08/2022	Corporation: UTAH
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ProModel Corporation		
<b>Street Address:</b>	7540 Windsor Drive		
<b>Internal Address:</b>	Suite 300		
<b>City:</b>	Allentown		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	18195		
<b>Entity Type:</b>	Corporation: PENNSYLVANIA		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6003681		
<b>Serial Number:</b>	88517430	FUTUREFLOW AI	
<b>Registration Number:</b>	5740103	FUTUREFLOW RX	
<b>Registration Number:</b>	1859578	MEDMODEL	
<b>Registration Number:</b>	1688885	PROMODEL	
<b>Serial Number:</b>	88517410	PROMODEL AI	
<b>Registration Number:</b>	1914096	SERVICEMODEL	
<b>Registration Number:</b>	5917018	SHIPYARD AI	
<b>Registration Number:</b>	2078768	SIMRUNNER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3128622200		
<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>Phone:</b>	3128622000		
<b>Email:</b>	rob.soneson@kirkland.com		
<b>Correspondent Name:</b>	Rob Soneson		
<b>Address Line 1:</b>	300 N LaSalle		
<b>Address Line 2:</b>	Kirkland & Ellis LLP		

CH \$240.00 6003681

<b>Address Line 4:</b>	Chicago, ILLINOIS 60642
<b>ATTORNEY DOCKET NUMBER:</b>	49785-9
<b>NAME OF SUBMITTER:</b>	Rob Soneson
<b>SIGNATURE:</b>	/rsoneson/
<b>DATE SIGNED:</b>	06/10/2022
<b>Total Attachments: 4</b> source=ProModel - TM Assignment Agreement (Executed)#page1.tif source=ProModel - TM Assignment Agreement (Executed)#page2.tif source=ProModel - TM Assignment Agreement (Executed)#page3.tif source=ProModel - TM Assignment Agreement (Executed)#page4.tif	

## TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement"), dated as of June 8, 2022, is made by and between ProModel Government Solutions, Inc. (formerly known as ProModel Corporation), a Utah corporation, (the "Assignor"), and ProModel Corporation, a Pennsylvania corporation ("Assignee").

### WITNESSETH:

WHEREAS, the Assignor and the Assignee have entered into a Distribution Agreement, dated as of January 1, 2020 (the "Distribution Agreement");

WHEREAS, pursuant to the Distribution Agreement, the Assignor desires to sell, transfer, assign, convey, and deliver to the Assignee, and the Assignee desires to purchase, acquire, and accept from the Assignor, all of the Assignor's right, title, and interest in, to, and under all of the trademarks and service mark registrations and applications listed on Schedule 1 hereto (together with all goodwill associated therewith, the "Trademarks");

WHEREAS, Assignee is a successor to that part of the Assignor's business to which the Trademarks pertain, and that business is ongoing and existing; and

NOW, THEREFORE, in consideration of the premises and covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

Section 1. Assignment. The Assignor hereby sells, transfers, assigns, conveys, and delivers to the Assignee, and the Assignee hereby purchases, acquires, and accepts from the Assignor, all of the Assignor's right, title, and interest in, to and under the Trademarks, including all (i) common law rights and rights of priority with respect to the same, (ii) rights to collect royalties, income and proceeds in connection therewith, (iii) rights to sue and recover for past, present, and future infringement, dilution, or other violation of such Trademarks against any Persons (regardless of whether or not such claims and causes of action have been asserted by the Assignor), (iv) the right to claim, retain and recover damages, lost profits and any other remedy in respect of the aforesaid, (v) goodwill associated therewith, and (vi) equivalent rights that, now or hereafter, may be secured under the Laws of any jurisdiction, including all registrations, renewals, extensions, combinations and applications for any of the rights referred to above in this Section 1.

Section 2. Recordation. The Assignor authorizes and requests that the United States Patent and Trademark Office, and the corresponding entities or agencies in any foreign countries or multinational authorities (as applicable), record Assignee as the owner of the Trademarks.

Section 3. Governing Law. This Agreement shall be governed and controlled as to validity, enforcement, interpretation, construction, effect and in all other respects by the internal laws of the State of Delaware applicable to contracts made in that State, without regard to any conflict of law principles of the State of Delaware.

Section 4. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any prior agreements, representations or warranties between the parties regarding the subject matter hereof and thereof.

Section 5. Counterparts. This Agreement may be executed in multiple counterparts, any one of which need not contain the signature of more than one party hereto, but all such counterparts taken together will constitute one and the same instrument. Any counterpart, to the extent signed and delivered by means of a facsimile machine, .PDF or other electronic transmission, will be treated in all manner and respects as an original Contract and will be considered to have the same binding legal effects as if it were the original signed version thereof delivered in person. Minor variations in the form of the signature page to this Agreement or any agreement or instrument contemplated hereby, including footers from earlier versions of this Agreement or any such other document, will be disregarded in determining the effectiveness of such signature. At the request of any party hereto, each other party hereto will re-execute original forms thereof and deliver them to all other parties. No party hereto will raise the use of a facsimile machine, .PDF or other electronic transmission to deliver a signature or the fact that any signature or Contract was transmitted or communicated through the use of facsimile machine, .PDF or other electronic transmission as a defense to the formation of a Contract and each such Party forever waives any such defense.


*[Signatures on Next Page]*

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

ASSIGNOR:

ProModel Government Solutions, Inc.

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

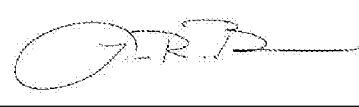
  
Name: Andre Hentz

Title: Chief Administrative Officer

ASSIGNEE:

ProModel Corporation

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

  
Name: Louis R. Brothers

Title: Chief Executive Officer

**Schedule 1**

**Trademarks**

<b>Mark</b>	<b>Jurisdiction</b>	<b>Serial No./ Filing Date</b>	<b>Registration No./ Registration Date</b>	<b>Status</b>	<b>Owner</b>
SHIP ICON 	USA	88239222 21-DEC-2018	6003681 3-MAR-2020	Registered	ProModel Corporation
FUTUREFLOW AI	USA	88517430 16-JUL-2019		Pending - Filed Intent to Use	ProModel Corporation
FUTUREFLOW RX	USA	86926545 2-MAR-2016	5740103 30-APR-2019	Registered	ProModel Corporation
MEDMODEL	USA	74457341 8-NOV-1993	1859578 25-OCT-1994	Registered	ProModel Corporation
PROMODEL	USA	74179810 24-JUN-1991	1688885 26-MAY-1992	Registered	ProModel Corporation
PROMODEL AI	USA	88517410 16-JUL-2019		Pending - Filed Intent to use	ProModel Corporation
SERVICEMODEL	USA	74266411 16-APR-1992	1914096 22-AUG-1995	Registered	ProModel Corporation
SHIPYARD AI	USA	88276712 25-JAN-2019	5917018 19-NOV-2019	Registered	ProModel Corporation
SIMRUNNER	USA	75064374 16-FEB-1996	2078768 15-JUL-1997	Registered	ProModel Corporation

[Schedule 1 to Trademark Assignment Agreement]