

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM736297

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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 |
| MMS Holdings Inc. | | 06/16/2022 | Corporation: MICHIGAN |
| RECEIVING PARTY DATA | | | |
| Name: | TrialAssure, Inc. | | |
| Street Address: | 6880 Commerce Blvd | | |
| City: | Canton | | |
| State/Country: | MICHIGAN | | |
| Postal Code: | 48187 | | |
| Entity Type: | Corporation: MICHIGAN | | |
| PROPERTY NUMBERS Total: 6 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4524407 | TRIALASSURE | |
| Registration Number: | 6534666 | TRIALASSURE ANONYMIZE | |
| Serial Number: | 90614451 | TRIALASSURE BEACON | |
| Registration Number: | 5249058 | TRIALASSURE COMPLIANCE WITH CONFIDENCE. | |
| Registration Number: | 6434594 | TRIALASSURE LINK | |
| Registration Number: | 6434492 | TRIALASSURE REGISTRY | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 7344184289 | | |
| <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: | 7344184288 | | |
| Email: | trademark@honigman.com | | |
| Correspondent Name: | Julie E. Reitz | | |
| Address Line 1: | 39400 Woodward Ave # 101 | | |
| Address Line 4: | Bloomfield Hills, MICHIGAN 48304 | | |
| ATTORNEY DOCKET NUMBER: | 272233493627 | | |
| NAME OF SUBMITTER: | Julie E. Reitz | | |
| SIGNATURE: | /Julie E. Reitz/ | | |
| DATE SIGNED: | 06/22/2022 | | |

CH \$165.00 4524407

Total Attachments: 5

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this “**Assignment**”), is effective as of June 16, 2022 between MMS Holdings, Inc., a Michigan corporation (“**Assignor**”), and TrialAssure, Inc., a Michigan corporation (“**Assignee**”). Assignee and Assignor are referred to herein individually as a “**Party**” and collectively, as the “**Parties**.”

RECITALS:

WHEREAS, Assignor desires to convey, transfer, assign and deliver to Assignee, and Assignee desires to accept from Assignor, the rights of Assignor in the trademark registrations and applications for registration set forth in **Schedule 1** attached hereto (the “**Trademarks**”), as set forth below.

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

1. **Certain Definitions.** The following terms used in this Agreement shall have the respective meanings assigned to them below:

- A. “**Governmental Entity**” means any government, agency, governmental department, commission, court, arbitration panel or instrumentality of the United States of America or any foreign, state, municipality or other political subdivision or any supra-national organization (including the European Union) in or of any of the foregoing and any court, tribunal, agency, instrumentality, regulatory commission or other entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government.
- B. “**Legal Requirement**” means, with respect to any Person, all foreign, federal, state and local statutes, codes and ordinances, rules, regulations, guidelines, judgments, orders, writs, injunctions, decisions, rulings, decrees, and other laws (including common law) of any Governmental Entity applicable to such Person.
- C. “**Person**” means an individual, a partnership, a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization or a governmental authority or any department, agency or political subdivision thereof or other entity of any kind.

2. **Trademarks.** Assignor hereby irrevocably assigns, conveys, grants and transfers to Assignee, and its successors and assigns, all of Assignor’s right, title and interest, of whatever kind, to (i) the Trademarks, together with all of the goodwill associated with and symbolized by the Trademarks, (ii) the rights to collect royalties, products and proceeds in connection with any of the foregoing, and (iii) the rights, if any, to sue for and otherwise object to past, present or future

infringement, dilution or other violation of the foregoing, and all rights to recover damages or lost profits in connection therewith.

3. **Further Assurances.** Assignor will promptly take such actions, at Assignee's expense, including, without limitation, the prompt execution and delivery of documents in recordable form, as may be reasonably requested by Assignee to vest, secure, and perfect, the rights and interests of Assignee in and to the Trademarks.

4. **Binding Effect.** This Assignment inures to the benefit of and is binding upon Assignee and Assignor and their respective heirs, successors and permitted assigns.

5. **Separation Agreement.** This Assignment is entered into pursuant to that certain Separation Agreement, dated as of June 16, 2022, by and between the Parties, to which reference is made for a further statement of the rights and obligations of the Parties with respect to the subject matter hereof. The terms of the Separation Agreement shall govern in the event of any conflict or inconsistency between the terms of the Separation Agreement and the terms hereof.

6. **Governing Legal Requirements.** All issues concerning this Assignment will be governed by and construed in accordance with the Legal Requirements of the State of Delaware, without giving effect to any choice of Legal Requirement or conflict of Legal Requirement provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause or permit the application of the Legal Requirement of any jurisdiction other than the State of Delaware. Each Party expressly agrees that suit to enforce any provision of this Assignment or to obtain any remedy with respect hereto shall be brought exclusively in the Delaware Court of Chancery (or, if the Delaware Court of Chancery shall be unavailable, the United States District Court in the District of Delaware), and each Party hereto expressly and irrevocably consents to the jurisdiction of such courts.

7. **Waiver of Jury Trial.** THE PARTIES HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LEGAL REQUIREMENT, ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION (I) ARISING UNDER THIS ASSIGNMENT OR (II) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO IN RESPECT OF THIS ASSIGNMENT OR ANY OF THE TRANSACTIONS RELATED HERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY, OR OTHERWISE. THE PARTIES HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT THE PARTIES MAY FILE AN ORIGINAL COUNTERPART OF A COPY OF THIS ASSIGNMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

(Signature page follows)

IN WITNESS WHEREOF, each of the Parties has caused this Assignment to be duly executed and delivered by its duly authorized representative as of the date first written above.

ASSIGNOR:

MMS HOLDINGS, INC.

By: Uma Sharma
Name: Uma Sharma
Title: CEO

ASSIGNEE:

TRIALASSURE INC.

Madan M. Sharma, not individually, but as
Trustee of the Descendant Trust FBO Vishal
M. Sharma u/a/d February 18, 2022,

By: _____
Name: Madan M. Sharma
Title: Trustee

Madan M. Sharma, not individually, but as
Trustee of the Descendant Trust FBO Vivek
M. Sharma u/a/d February 18, 2022,

By: _____
Name: Madan M. Sharma
Title: Trustee

[Signature Page to Trademark Assignment]

IN WITNESS WHEREOF, each of the Parties has caused this Assignment to be duly executed and delivered by its duly authorized representative as of the date first written above.

ASSIGNOR:

MMS HOLDINGS, INC.

By: _____
Name:
Title:

ASSIGNEE:

TRIALASSURE INC.

Madan M. Sharma, not individually, but as
Trustee of the Descendant Trust FBO Vishal
M. Sharma u/a/d February 18, 2022,

Madan M. Sharma
By: _____
Name: Madan M. Sharma
Title: Trustee


Madan M. Sharma, not individually, but as
Trustee of the Descendant Trust FBO Vivek
M. Sharma u/a/d February 18, 2022,

Madan M. Sharma
By: _____
Name: Madan M. Sharma
Title: Trustee

[Signature Page to Trademark Assignment]

SCHEDULE I

Trademarks

| <u>Mark</u> | <u>Serial Number</u> | <u>Application Date</u> | <u>Registration Number</u> | <u>Registration Date</u> |
|---|----------------------|-------------------------|----------------------------|--------------------------|
| TRIALASSURE | 85856860 | Feb. 21, 2013 | 4524407 | May 6, 2014 |
| TrialAssure ANONYMIZE | 90265656 | Oct. 20, 2020 | 6534666 | Oct. 26, 2021 |
| TrialAssure BEACON | 90614451 | Mar. 31, 2021 | <i>Pending</i> | <i>Pending</i> |
|  TrialAssure <small>Confidence with Confidence</small> | 87144046 | Aug. 19, 2016 | 5249058 | Jul. 25, 2017 |
| TrialAssure LINK | 90383670 | Dec. 15, 2020 | 6434594 | Jul. 27, 2021 |
| TrialAssure REGISTRY | 90349429 | Nov. 30, 2020 | 6434492 | Jul. 27, 2021 |

[Schedule I to Trademark Assignment]