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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM752812

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
enVista, LLC		08/31/2022	Limited Liability Company: INDIANA

RECEIVING PARTY DATA

Name:	EIS Operations, LLC	
Street Address:	11555 N. Meridian Street	
Internal Address:	Suite 300	
City:	Carmel	
State/Country:	INDIANA	
Postal Code:	46032	
Entity Type:	Limited Liability Company: INDIANA	

PROPERTY NUMBERS Total: 3

Property Type Number		Word Mark		
Serial Number: 88339391		ANYWHERE COMMERCE		
Registration Number: 3375009		MYSHIPINFO		
Serial Number:	90844860	WITNESS PROTECTION PROGRAM		

CORRESPONDENCE DATA

Fax Number: 3125693000

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.

Phone: 3125691535

Email: linda.prainito@faegredrinker.com
Correspondent Name: Faegre Drinker Biddle & Reath LLP
Address Line 1: 320 South Canal Street, Suite 3300
Address Line 2: c/o Linda Prainito/Ashlee Germany

Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER:	976413.3
NAME OF SUBMITTER:	Linda Prainito
SIGNATURE:	/Linda Prainito/
DATE SIGNED:	09/01/2022

Total Attachments: 4

TRADEMARK REEL: 007838 FRAME: 0562

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "<u>Agreement</u>"), dated as of August 31, 2022, is made by and between EIS Operations, LLC, an Indiana limited liability company (the "<u>Assignee</u>") and enVista, LLC, an Indiana limited liability company (the "<u>Assignor</u>"). Capitalized terms used by not defined herein shall have the meanings given to them, directly or by reference, in the Contribution Agreement (as defined below).

WHEREAS, Assignor owned the trademarks and service marks set forth in <u>Exhibit A</u> hereto (the "<u>Trademarks</u>"), and Assignor has used or has had the bona fide intent to use the Trademarks in connection with the Business:

WHEREAS, pursuant to that certain Contribution, Assignment and Assumption Agreement, of even date herewith, by and between Assignor and Assignee (the "<u>Contribution Agreement</u>"), Assignor transferred to Assignee certain assets and liabilities relating to the Business, including the Trademarks; and

WHEREAS, pursuant to the Contribution Agreement, Assignor and Assignee have agreed to execute this Agreement, for purposes of recording the assignment of the Trademarks in the U.S. Patent and Trademark Office, and corresponding offices in any other applicable jurisdictions.

NOW THEREFORE, Assignor and Assignee agree as follows:

- 1. <u>Assignment</u>. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby irrevocably assigns, transfers, conveys and delivers to the Assignee all of the Assignor's right, title and interest in and to the following (the "<u>Assigned Trademarks</u>"):
- (a) the Trademarks, including any and all applications and registrations therefor, and including the goodwill of the business connected with the use thereof and symbolized thereby;
- (b) all rights of the Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;
- (c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
- (d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, other violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.
- 2. <u>Recordation and Further Actions</u>. The Assignor hereby authorizes the Commissioner for Trademarks for the U.S. Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Agreement upon request by

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the Assignee. Following the date hereof, the Assignor shall take such steps and actions, and provide such cooperation and assistance to the Assignee and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments or other documents, as may be necessary to effect, evidence or perfect the assignment of the Assigned Trademarks to the Assignee, or any assignee thereof or successor thereto.

- 3. <u>Counterparts</u>. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.
- 4. <u>Successors and Assigns</u>. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 5. <u>Governing Law</u>. This Agreement and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the State of Indiana, without giving effect to any choice or conflict of law provision or rule.

[Signature page follows.]

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IN WITNESS WHEREOF, each of the parties hereto has caused this Trademark Assignment Agreement to be duly executed and delivered as of the day and year first above written.

ASSIGNOR:

enVista, LLC

By: Im Barnes

Name: Jim Barnes

Title: Chief Executive Officer

ASSIGNEE:

EIS Operations, LLC

By: Jim Barnes

Name: Jim Barnes

Title: Chief Executive Officer

[Signature Page to Trademark Assignment Agreement]

EXHIBIT A

Trademarks

Mark	Jurisdiction	Serial No.	Filing Date	Reg. No.	Reg. Date	Owner
ANYWHERE COMMERCE	U.S.	88339391	3/14/19	N/A	N/A	enVista, LLC
MYSHIPINFO	U.S.	77066438	12/18/06	3375009	1/29/08	enVista, LLC
WITNESS PROTECTION PROGRAM	U.S.	90844860	7/23/21	N/A	N/A	enVista, LLC

RECORDED: 09/01/2022