

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM771513

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fresenius Medical Care Holdings, Inc.		08/24/2022	Corporation:
RECEIVING PARTY DATA			
Name:	Grille Health Partners, Inc.		
Street Address:	920 Winter Street		
City:	Waltham		
State/Country:	MASSACHUSETTS		
Postal Code:	02451		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5968179	RAENALI PUBLICATIONS	
CORRESPONDENCE DATA			
Fax Number:	3125548015		
<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:	3125548000		
Email:	sxs@pattishall.com		
Correspondent Name:	Bradley L. Cohn		
Address Line 1:	200 S. Wacker Drive, Suite 2900		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	2772-11-2		
NAME OF SUBMITTER:	Bradley L. Cohn		
SIGNATURE:	/bradleycohn/		
DATE SIGNED:	12/02/2022		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this “Agreement”), dated as of August 24, 2022, is entered into by and between Fresenius Medical Care Holdings, Inc., a New York corporation (“Assignor”), and Grille Health Partners, Inc., a Delaware corporation (“Assignee” and, together with Assignor, the “Parties”). Capitalized terms used but not defined herein shall have the respective meanings ascribed to such terms in the Transaction Agreement.

RECITALS

WHEREAS, Assignor and Assignee are parties to that certain Transaction Agreement, dated as of March 20, 2022 (the “Transaction Agreement”), pursuant to which, among other things, Assignor has agreed to assign all of its right, title and interest in, to Assignee, and Assignee has agreed to assume all of Assignor’s duties and obligations under, the Transferred Assets and Assumed Liabilities, upon the terms and subject to the conditions set forth in the Transaction Agreement;

WHEREAS, this Agreement is an Ancillary Agreement pursuant to the Transaction Agreement;

WHEREAS, this Agreement is being entered into by the Parties as a condition and mutual inducement to the Closing; and

WHEREAS, pursuant to the Transaction Agreement, Assignee has agreed to assume all of Assignor’s duties and obligations under, and Assignee has agreed to assign all of its right, title and interest in and to, the Trademarks identified in Appendix A hereto (the “Transferred Trademarks”).

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

1. Assignment. Assignor does hereby sell, transfer, convey and assign unto Assignee all of Assignor’s right, title and interest in and to the Transferred Trademarks, together with the goodwill of the business connected with the use of, and symbolized by, the Transferred Trademarks, including, without limiting the generality of the foregoing, the right to sue and collect and retain damages and costs and attorneys’ fees for past, present and future infringement of the Transferred Trademarks, whether accruing before, on, or after the date hereof.

2. No Warranties. EXCEPT AS EXPRESSLY SET FORTH IN THE TRANSACTION AGREEMENT, NO EXPRESS OR IMPLIED WARRANTIES ARE GIVEN BY ASSIGNOR WITH RESPECT TO ANY TRANSFERRED TRADEMARKS OR ANY OTHER MATTER OR SUBJECT ARISING OUT OF THIS AGREEMENT, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ANY IMPLIED WARRANTY ARISING OUT OF COURSE OF DEALING OR

USAGE OF TRADE, OR REGARDING THE VALIDITY, REGISTRABILITY, TITLE, SCOPE, ENFORCEABILITY OR NON-INFRINGEMENT OF ANY TRADEMARKS SUBJECT TO THIS AGREEMENT.

3. **Terms of the Transaction Agreement**. The terms of the Transaction Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Transferred Assets (related to the Transferred Trademarks) and Assumed Liabilities are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Transaction Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Transaction Agreement and the terms hereof, the terms of the Transaction Agreement shall govern.

4. **Governing Law**. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule of any other jurisdiction.

5. **Counterparts**. 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, email 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.

6. **Further Assurances**. Each of the parties hereto shall execute and deliver, at the reasonable request of the other party hereto, such additional documents, instruments, conveyances and assurances and take such further actions as such other party may reasonably request to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

ASSIGNOR

FRESENIUS MEDICAL CARE
HOLDINGS, INC.

By:  _____

Name: Bryan Mello

Title: Assistant Treasurer

ASSIGNEE

GRILLE HEALTH PARTNERS, INC.

By:  _____

Name: Bryan Mello

Title: Assistant Treasurer

[Signature Page to Trademark Assignment Agreement]

TRADEMARK
REEL: 007907 FRAME: 0312

APPENDIX A

TRANSFERRED TRADEMARKS

Registered Trademarks

Trademark	App. No.	Reg. No.	Reg. Date.	App. Date	Registered Owner
RAENALI PUBLICATIONS	87903515	5968179	January 21, 2020	May 2, 2018	FRESENIUS MEDICAL CARE HOLDINGS, INC.

Unregistered Trademarks

- “KidneyCare:365”