

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

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SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900738395

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
hc1.com, Inc.		09/24/2022	Corporation: INDIANA

RECEIVING PARTY DATA

Name:	hc1 Enterprises, Inc.
Street Address:	6100 TECHNOLOGY CENTER DR, Building K
City:	INDIANAPOLIS
State/Country:	INDIANA
Postal Code:	46278
Entity Type:	Corporation: INDIANA

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	6160155	HC1 PLATFORM
Registration Number:	6359858	HC1 WORKFORCE ADVISOR
Registration Number:	5074238	HC1 ACTION ASSISTANT
Registration Number:	4877757	PERSONALIZING THE HEALTHCARE EXPERIENCE
Registration Number:	4562522	HC1 CONNECT
Registration Number:	4520428	HC1 ACADEMY
Registration Number:	4611578	HEALTHCARE RELATIONSHIP CLOUD
Registration Number:	4361476	HC1
Registration Number:	5573748	UNLOCKING ANSWERS TO HEALTHCARE'S BIGGES
Registration Number:	5905343	IMPROVING LIVES WITH HIGH-VALUE CARE
Registration Number:	6674184	LOCAL RISK INDEX
Serial Number:	90763280	PRECISION HEALTH PLATFORM

CORRESPONDENCE DATA

Fax Number: 3175925453

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: 3172365946

Email: IPDOCKET@ICEMILLER.COM

Correspondent Name: Thomas A. Walsh, ICE MILLER LLP
Address Line 1: ONE AMERICAN SQUARE, SUITE 2900
Address Line 4: Indianapolis, INDIANA 46282

ATTORNEY DOCKET NUMBER: 034346.00002

NAME OF SUBMITTER: Thomas A. Walsh

SIGNATURE: /Thomas A. Walsh/

DATE SIGNED: 01/27/2023

Total Attachments: 8

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("IP Assignment"), dated as of the 30th day of June 2022, is made by **hc1.com Inc.**, an Indiana corporation ("Assignor"), in favor of **hc1 Enterprises, Inc.**, an Indiana corporation ("Assignee").

WHEREAS, Assignor desires to convey, transfer, and assign, from Assignor to Assignee, certain identified intellectual property rights that are owned by, or may have been developed or acquired, and therefore potentially owned, by Assignor, for the mutual benefit of the parties; and Assignor desires to execute and deliver this IP Assignment for recording with governmental authorities, including, but not limited to, the US Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdiction;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For the mutual benefit of the parties, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the following (the "Assigned IP"):

- (a) All inventions (whether patentable or unpatentable and whether or not reduced to practice), patents, and patent applications owned by Assignor, in each case that are identified on **Schedule 1** of this IP Assignment, whenever so created, both domestic and foreign, and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, improvements, and renewals thereof (the "Patents");
- (b) All trademarks, trade dress, trademark registrations, and trademark applications owned by Assignor; including without limitation, all common law trademarks used and owned by the Assignor, in each case that are set forth in **Schedule 2** hereto, and all issuances, extensions, and renewals thereof, in each case together with the goodwill of the business, connected with the use of, and symbolized by, such intellectual property (the "Trademarks");
- (c) All rights of Assignor, of any kind whatsoever, accruing under any of the foregoing and provided by the applicable law of any jurisdiction, international treaty or convention, or otherwise throughout the world;
- (d) 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
- (e) Any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on, and/or after the date hereof; including all rights to and claims for damages, restitution, and injunctive relief, and any other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but not the obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignor authorizes the Commissioner for Patents, the Commissioner for Trademarks, and any other governmental official in any jurisdiction, both domestic and foreign, to record and register this IP Assignment upon request by Assignee. Assignor shall take such steps and actions and render all necessary and reasonable cooperation to Assignee and its successors, assigns, and legal representatives following the date hereof, to ensure that the Assigned IP is properly assigned to Assignee, or any assignee or successor thereto, including without limitation all action necessary to secure the execution, completion, or filing of any requested documents, powers of attorney, files, registrations, or other similar items.

3. Terms of the Contribution Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the that certain Separation and Distribution Agreement, of even date herewith, ("SDA"), to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the SDA 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 SDA and the terms hereof, the terms of the SDA shall govern.

4. Counterparts. This IP Assignment 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 IP Assignment 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 IP Assignment.

5. Amendment. No amendment or waiver of any provision of this IP Assignment shall be effective; unless in writing and executed by the parties hereto, in the case of an amendment, or in writing and executed by the party entitled to the benefit of the provision to be so waived, in the case of a waiver.

6. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. Governing Law. This IP Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this IP Assignment and the transactions contemplated hereby, shall be governed by, and construed in accordance with, the laws of the United States and the State of Indiana, without giving effect to any choice or conflict of law provision or rule (whether of the State of Indiana or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor has duly executed and delivered this IP Assignment as of the date first above written.

Assignee: **hc1 Enterprises, Inc.**

DocuSigned by:
By: Chris Brown
Name: Chris Brown
Title: Secretary
Date: 9/24/2022 | 10:27 AM EDT

Assignor: **hc1.com Inc.**

DocuSigned by:
By: Chris Brown
Name: Chris Brown
Title: Chief Operating Officer
Date: 9/24/2022 | 10:27 AM EDT

Principal Business Address:

hc1 Enterprises, Inc.
6100 Technology Center Drive
Building K
Indianapolis, IN 46278

Principal Business Address:

hc1.com Inc.
6100 Technology Center Drive
Building K
Indianapolis, IN 46278

**SCHEDULE 1
ASSIGNED U.S. PATENTS AND APPLICATIONS**

TITLE	SERIAL NO.
SYSTEM AND METHOD FOR DETERMINING HEALTHCARE RELATIONSHIPS	15/898,660
METHODS AND SYSTEMS FOR A HEALTH MONITORING COMMAND CENTER AND WORKFORCE ADVISOR	17/023,516
MODELING AND SIMULATION OF CURRENT AND FUTURE HEALTH STATES	17/204,557
DETERMINATION AND CLASSIFICATION OF MODELED HEALTH STATES	17/203,984
SIMULATION OF HEALTH STATES AND NEED FOR FUTURE MEDICAL SERVICES	17/204,019
CREATION AND MANAGEMENT OF DIGITAL TWINS OF HEALTHCARE PATIENTS	17/204,040
MODELING AND PREDICTING INSURANCE REIMBURSEMENT FOR MEDICAL SERVICES	17/204,070
IDENTIFICATION OF MEDICAL CODING INCONSISTENCIES	17/204,081
HEALTHCARE MANAGEMENT USING DIGITAL TWINS	17/205,105

SCHEDULE 2
ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Serial/Reg. No.	Owner	Filing/Reg. Date	Status
hc1 Platform	6,160,155	hc1.com Inc. 6100 Technology Center Drive, Building K Indianapolis, IN 46278	September 22, 2020	Registered
hc1 Workforce Advisor	6,359,858	hc1.com Inc. 6100 Technology Center Drive, Building K Indianapolis, IN 46278	May 25, 2021	Registered
hc1 Action Assistant	5,074,238	hc1.com Inc. 6100 Technology Center Drive, Building K Indianapolis, IN 46278	November 1, 2016	Registered
Personalizing the Healthcare Experience	4,877,757	hc1.com Inc. 6100 Technology Center Drive, Building K Indianapolis, IN 46278	December 29, 2015	Registered
hc1 Connect	4,562,522	hc1.com Inc. 6100 Technology Center Drive, Building K Indianapolis, IN 46278	July 8, 2014	Registered
hc1 Academy	4,520,428	hc1.com Inc. 6100 Technology Center Drive, Building K Indianapolis, IN 46278	April 29, 2014	Registered
Healthcare Relationship Cloud	4,611,578	hc1.com Inc. 6100 Technology Center Drive, Building K Indianapolis, IN 46278	September 23, 2014	Registered
hc1	4,361,476	hc1.com Inc. 6100 Technology Center Drive, Building K Indianapolis, IN 46278	July 2, 2013	Registered
Unlocking Answers to Solve Healthcare's Biggest Challenges	5,573,748	hc1.com Inc. 6100 Technology Center Drive, Building K Indianapolis, IN 46278	October 2, 2018	Registered
Improving Lives with High-Value Care	5,905,343	hc1.com Inc. 6100 Technology Center Drive, Building K Indianapolis, IN 46278	November 5, 2019	Registered
Precision Health Platform	90/763,280	hc1.com Inc. 6100 Technology Center Drive, Building K Indianapolis, IN 46278	June 8, 2021	Pending

Local Risk Index	6,674,184	hc1.com Inc. 6100 Technology Center Drive, Building K Indianapolis, IN 46278	March 15, 2022	Registered
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