

## TRADEMARK ASSIGNMENT COVER SHEET

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Stylesheet Version v1.2

ETAS ID: TM794672

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>RESUBMIT DOCUMENT ID:</b>	900748447		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
PeraHealth, Inc.		02/02/2023	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Spacelabs Healthcare, LLC		
<b>Street Address:</b>	35301 SE Center St		
<b>City:</b>	Snoqualmie		
<b>State/Country:</b>	WASHINGTON		
<b>Postal Code:</b>	98065		
<b>Entity Type:</b>	Limited Liability Company: WASHINGTON		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4741853	UNIVERSAL PATIENT SCORE	
<b>Registration Number:</b>	4995714	ROTHMAN	
<b>Registration Number:</b>	5423052	PERAMOBILE	
<b>Registration Number:</b>	5699454	LIFESAVING INTELLIGENCE	
<b>Registration Number:</b>	5706793	PERAHEALTH	
<b>Registration Number:</b>	5718881	PERATREND	
<b>Registration Number:</b>	5718882	PERAANALYTICS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3124643111		
<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>	3124643100		
<b>Email:</b>	chpatent@loeb.com		
<b>Correspondent Name:</b>	LOEB & LOEB LLP		
<b>Address Line 1:</b>	321 N. CLARK STREET		
<b>Address Line 4:</b>	CHICAGO, ILLINOIS 60654		
<b>ATTORNEY DOCKET NUMBER:</b>	205264-10362		
<b>NAME OF SUBMITTER:</b>	Jonathan B. Thielbar		

<b>SIGNATURE:</b>	/JONATHAN B. THIELBAR/
<b>DATE SIGNED:</b>	03/15/2023
<b>Total Attachments: 7</b> source=205264-10362_PTAS_Recordation_02-06-2023_Resubmission_Assignment#page1.tif source=205264-10362_PTAS_Recordation_02-06-2023_Resubmission_Assignment#page2.tif source=205264-10362_PTAS_Recordation_02-06-2023_Resubmission_Assignment#page3.tif source=205264-10362_PTAS_Recordation_02-06-2023_Resubmission_Assignment#page4.tif source=205264-10362_PTAS_Recordation_02-06-2023_Resubmission_Assignment#page5.tif source=205264-10362_PTAS_Recordation_02-06-2023_Resubmission_Assignment#page6.tif source=205264-10362_PTAS_Recordation_02-06-2023_Resubmission_Assignment#page7.tif	

## PATENT AND TRADEMARK ASSIGNMENT AGREEMENT

This PATENT AND TRADEMARK ASSIGNMENT AGREEMENT (“**Patent and Trademark Assignment**”) by PeraHealth, Inc., a Delaware corporation (“**Assignor**”), and Spacelabs Healthcare, LLC, a Washington limited liability company (“**Assignee**”), is effective as of February 2, 2023 (the “**Effective Date**”). Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to them in the Asset Purchase Agreement (as defined below).

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of January 30, 2023 (the “**Asset Purchase Agreement**”), pursuant to which Assignor assigned to Assignee as of the Effective Date, absolutely with full title guarantee, all of Assignor’s right, title and interest in, to and under the Intellectual Property Rights on the terms and conditions set forth in the Asset Purchase Agreement; and

WHEREAS, pursuant to the Asset Purchase Agreement, Assignor has agreed to execute and deliver this Patent and Trademark Assignment to memorialize the assignment set forth in the Asset Purchase Agreement by which the Patents set forth in **Exhibit A** hereto (the “**Transferred Patents**”) and the Trademarks set forth in **Exhibit B** hereto (the “**Transferred Trademarks**”) were assigned and conveyed by Assignor to Assignee as of the Effective Date.

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, upon the terms and subject to the conditions set forth in the Asset Purchase Agreement, it is hereby agreed that:

1. Patent Conveyance.

Assignor does hereby irrevocable and unconditionally:

a. sell, transfer, convey, assign and deliver to Assignee all of such Assignor’s right, title and interest in, to and under: (i) the Transferred Patents and the inventions disclosed therein, including any patents issuing thereon and all reissues, reexaminations, extensions, validations, divisionals, continuations, continuations in part, continuing prosecution applications, requests for continuing examinations and divisionals of the Transferred Patents and all domestic and foreign counterparts relating to any of the foregoing, including, without limitation, certificates of invention, utility models and other governmental grants or issuances and any patents and patent applications that claim priority from any of the foregoing; (ii) the right to claim priority to or from any of the foregoing; (iii) all proceedings, claims and causes of action (whether known or unknown or whether currently pending, filed, or otherwise) and other enforcement rights under, or on account of, the any of the foregoing, including, without limitation: the right to bring, make, maintain, oppose, defend, and appeal proceedings, claims or causes of action; other enforcement rights for damages, injunctive relief, and any other remedies of any kind for past, current and future infringement; and any other proceedings, claims and causes of action arising from ownership or otherwise relating to the foregoing, whether occurring before, on, or after the Effective Date; and (iv) all rights to collect royalties or other payments under or on account of the foregoing due or payable on or after the Effective Date, the same to be held by Assignee for Assignee’s own use

and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by such Assignor if this Assignment had not been made, including all rights therein provided by international conventions and treaties.

b. agree to execute applications, assignments, declarations, affidavits, and any other papers as reasonably necessary to perfect Assignee's right, title and interest throughout the world in the Transferred Patents and any other rights assigned to Assignee hereunder and, at Assignee's sole expense, assist Assignee as reasonably necessary in perfecting such right, title and interest in Assignee.

2. Trademark Conveyance.

Assignor does hereby irrevocably and unconditionally:

a. sell, transfer, convey, assign and deliver to Assignee all of Assignor's right, title and interest in, to and under: (i) the Transferred Marks, together with the goodwill of the Business associated therewith; (ii) all causes of action (whether known or unknown or whether currently pending, filed, or otherwise) and other enforcement rights under, or on account of, any of the Transferred Marks, including, without limitation, all causes of action and other enforcement rights for (A) damages, (B) injunctive relief, and (C) any other remedies of any kind for past, current and future infringement; and (iii) all rights to collect royalties or other payments under or on account of any of the Transferred Marks due or payable on or after the Effective Date, the same to be held by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

b. agree to execute applications, assignments, declarations, affidavits, and any other papers as reasonably necessary to perfect Assignee's right, title and interest throughout the world in all Transferred Marks assigned to Assignee hereunder and, at Assignee's sole expense, to reasonably assist Assignee as necessary in perfecting such right, title and interest in Assignee.

3. Terms of the Asset Purchase Agreement. This Patent and Trademark Assignment is being delivered pursuant to the Asset Purchase Agreement, and is subject to the representations, warranties, conditions, limitations, covenants and agreements set forth in the Asset Purchase Agreement. Each of Assignor and Assignee acknowledges and agrees that the representations, warranties, conditions, limitations, covenants and agreements contained in the Asset Purchase Agreement shall not be superseded hereby, but shall remain in full force and effect to the full extent provided therein. The rights and remedies of Assignee and Assignor under the Asset Purchase Agreement shall not be deemed to be enlarged, modified, or in any way altered by the terms of this Patent and Trademark Assignment. In the event of any conflict between the terms of the Asset Purchase Agreement and the terms of this Patent and Trademark Assignment, the terms of the Asset Purchase Agreement shall prevail.

4. Counterparts. This Patent and Trademark Assignment may be executed in two or more counterparts, all of which shall be considered one and the same instrument and shall become

effective when one or more counterparts have been signed by each of the parties and delivered to the other party.

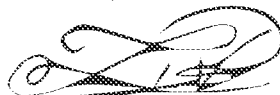
5. Governing Law. This Patent and Trademark Assignment and all disputes or controversies arising out of or relating to this Patent and Trademark Assignment or the transactions contemplated hereby shall be governed by, and construed in accordance with, the internal laws of the State of Washington, without regard to the laws of any other jurisdiction that might be applied because of the conflicts of laws principles of the State of Washington.

*[Signature Page Follows]*

IN WITNESS WHEREOF, Assignor has caused this Patent and Trademark Assignment to be executed as of the date set forth below.

Assignor:

**PeraHealth, Inc.**



Name: Joseph Beals

Title: Chief Executive Officer

Date: February 2, 2023

Assignee hereby accepts assignment of the Transferred Patents, Transferred Trademarks, and all other rights assigned under this Patent and Trademark Assignment.

Assignee:

**Spacelabs Healthcare, LLC**

Name: Tony Challancin

Title: Treasurer

Date: \_\_\_\_\_

[Signature Page to Patent and Trademark Assignment]

**TRADEMARK**  
**REEL: 008022 FRAME: 0804**

IN WITNESS WHEREOF, Assignor has caused this Patent and Trademark Assignment to be executed as of the date set forth below.

Assignor:


**PeraHealth, Inc.**

\_\_\_\_\_  
Name: Joseph Beals  
Title: Chief Executive Officer  
Date: \_\_\_\_\_

Assignee hereby accepts assignment of the Transferred Patents, Transferred Trademarks, and all other rights assigned under this Patent and Trademark Assignment.

Assignee:

**Spacelabs Healthcare, LLC**

  
\_\_\_\_\_  
Name: Tony Challancin  
Title: Treasurer  
Date: February 2, 2023

**Exhibit A – Transferred Patents**

Country	Application No.	Filing Date	Title	Patent No.	Issue Date
US	11/362,450	February 24, 2006	SYSTEM AND METHOD FOR IMPROVING HOSPITAL PATIENT CARE BY PROVIDING A CONTINUAL MEASUREMENT OF HEALTH	8,092,380	January 10, 2012
US	11/974,696	October 15, 2007	SYSTEM AND METHOD FOR PROVIDING A HEALTH SCORE FOR A PATIENT	8,100,829	January 24, 2012
US	12/582,942	October 21, 2009	METHODS OF ASSESSING RISK BASED ON MEDICAL DATA AND USES THEREOF	8,355,925	January 15, 2013
US	13/356,153	January 23, 2012	SYSTEMS AND METHODS FOR PROVIDING A HEALTH SCORE FOR A PATIENT	8,403,847	March 26, 2013
US	13/346,180	January 9, 2012	SYSTEMS AND METHODS FOR PROVIDING A CONTINUAL MEASUREMENT OF HEALTH	8,454,506	June 4, 2013
Canada	2,599,387	February 24, 2006	A SYSTEM AND METHOD FOR IMPROVING HOSPITAL PATIENT CARE BY PROVIDING A CONTINUAL MEASUREMENT OF HEALTH	2,599,387	November 18, 2014

[Exhibit A to Patent and Trademark Assignment]



**Exhibit B – Transferred Trademarks**

Mark	Country	Owner	Filing Date	Serial No.	Reg. Date	Reg. No.
Universal Patient Score	US	PeraHealth, Inc.	March 10, 2014	86216256	May 26, 2015	4,741,853
Rothman	US	PeraHealth, Inc.	March 10, 2014	86216282	July 12, 2016	4,995,714
PeraMobile	US	PeraHealth, Inc.	August 15, 2017	87569770	March 13, 2018	5,423,052
Lifesaving Intelligence	US	PeraHealth, Inc.	August 15, 2017	87570168	March 12, 2019	5,699,454
PeraHealth	US	PeraHealth, Inc.	August 15, 2017	87570058	March 26, 2019	5,706,793
PeraTrend	US	PeraHealth, Inc.	August 15, 2017	87569367	April 9, 2019	5,718,881
PeraAnalytics	US	PeraHealth, Inc.	August 15, 2017	87569495	April 9, 2019	5,718,882

[Exhibit B to Patent and Trademark Assignment]