

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM808839

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Omnyx LLC		12/15/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	FUJIFILM Healthcare Americas Corporation		
Street Address:	81 Hartwell Avenue, Suite 300		
City:	Lexington		
State/Country:	MASSACHUSETTS		
Postal Code:	02421		
Entity Type:	Corporation: NEW YORK		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4990670	REAL-TIME COLLABORATION	
Registration Number:	5402086	EVIDENCE TRAY	
Registration Number:	5536154	TISSUEDIRECT	
Registration Number:	5536153	TISSUESYNC	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	docket@sparrowip.com		
Correspondent Name:	Julianne A. Henley		
Address Line 1:	1567 Highlands Drive NE, Suite 110-290		
Address Line 4:	Issaquah, WASHINGTON 98029		
ATTORNEY DOCKET NUMBER:	1049-100-0001		
NAME OF SUBMITTER:	Julianne A. Henley		
SIGNATURE:	/Julianne A. Henley/		
DATE SIGNED:	05/08/2023		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this “Agreement”) by and between FUJIFILM Healthcare Americas Corporation, a New York corporation (“Assignee”) and Omnyx, LLC, a Delaware limited liability company (“Assignor”). Assignor and Assignee may be referred to herein, individually, as a “Party” and, collectively, as the “Parties.” Capitalized terms used but not defined in this Agreement have the meanings given such terms in the Asset Purchase Agreement.

WHEREAS, Assignor, certain affiliates of Assignor, and Assignee have entered into the Asset Purchase Agreement dated as of December 15, 2022 (the “Asset Purchase Agreement”), which sets forth, among other things, the terms of the sale, conveyance, assignment, transfer and delivery from Assignor and its affiliates to Assignee of the US Purchased Assets, and assignment and delegation from Assignor and its affiliates to Assignee of the Assumed Liabilities;

WHEREAS, the US Purchased Assets include certain registered trade and/or service marks, as set forth on Schedule 1 attached hereto (the “Acquired Trademarks”); and

WHEREAS, pursuant to the Asset Purchase Agreement, Assignor has agreed to sell, assign, transfer and convey to Assignee all of Assignor’s right, title, and interest in and to the Acquired Trademarks.

NOW, THEREFORE, in consideration of the premises and the covenants and agreements herein contained, and intending to be legally bound, the Parties hereby agree as follows:

I. ASSIGNMENT AND ASSUMPTION

1.1. Conveyance. In accordance with and subject to the terms of the Asset Purchase Agreement and the Sale Order, and for the consideration set forth in the Asset Purchase Agreement, the receipt and sufficiency of which Assignor and Assignee hereby acknowledge, Assignor does hereby irrevocably sell, transfer, assign, convey and deliver to Assignee, effective as of the Closing, all of Assignor’s right, title and interest in, to and under the Acquired Trademarks, including that part of the good will of Assignor’s business connected with the use of and symbolized by the Acquired Trademarks and all of Assignor’s rights to prosecute and maintain registrations and applications for, and sue and recover for past, present and future infringements, dilutions, misappropriations of, or other conflicts with, the Acquired Trademarks, free and clear of all Encumbrances other than Permitted Encumbrances, as contemplated by Section 1.01 of the Asset Purchase Agreement.

1.2. Assumption. In accordance with and subject to the provisions of the Asset Purchase Agreement and this Agreement, Assignee hereby accepts the sale, assignment, transfer, conveyance and delivery of Assignor’s right, title and interest in, to and under the Acquired Trademarks.

1.3. Recordation. Assignor agrees to execute and deliver, at the request of Assignee and at Assignee’s expense, all papers, instruments and assignments, and to perform any other reasonable acts Assignee may require, in order to vest all Assignor's right, title and interest in and

to the Acquired Trademarks in Assignee, including, without limitation, all documents necessary to record in the name of Assignee the assignment of the Acquired Trademarks with the United States Patent and Trademark Office and, with respect to any foreign rights included in the Acquired Trademarks, with any other applicable foreign or international office or registrar.

1.4. Excluded Assets. Assignor does not, and in no event shall Assignor be deemed to, sell, transfer, assign, convey or deliver, and Assignor does hereby retain, all right, title and interest to, in and under the Excluded Assets, as provided in Section 1.02 of the Asset Purchase Agreement.

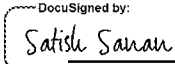
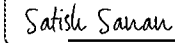
1.5. Incorporation By Reference. The terms set forth in Section 9.02 (Notices), Section 9.07 (Successors and Assigns), Section 9.09 (Amendment and Modification; Waiver), Section 9.08 (No Third-Party Beneficiaries), Section 9.05 (Severability), Section 9.03 (Rules of Construction), Section 9.10 (Governing Law), and Section 9.12 (Counterparts) of the Asset Purchase Agreement are incorporated by reference herein, except that, as applicable, any and all references to “this Agreement” shall mean and refer to this Agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Trademark Assignment Agreement to be effective as of the Closing.

ASSIGNOR:

Omnyx, LLC

By: 
Name: 
Title: Chief Executive Officer

ASSIGNEE:

FUJIFILM Healthcare Americas Corporation

DocuSigned by:
By: Hidetoshi Izawa
Name: Hidetoshi Izawa
Title: President and CEO

[Signature Page to Trademark Assignment Agreement]

SCHEDULE 1

ACQUIRED TRADEMARKS

Mark	Country	Registration Number	Registration Date
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Real-Time Collaboration	US	4990670	6/28/16
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Evidence Tray	US	5402086	2/13/18
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
TissueDirect	US	5536154	8/7/18
TissueSync	US	5536153	8/7/18
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]