

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM812090

<b>SUBMISSION TYPE:</b>	CORRECTIVE ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Corrective Assignment to correct the nature of conveyance previously recorded on Reel 008022 Frame 0799. Assignor(s) hereby confirms the the conveyance is "Assignment of the entire interest and the goodwill".		
<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>	5718881	PERATREND	
<b>Registration Number:</b>	5718882	PERAANALYTICS	
<b>Registration Number:</b>	5423052	PERAMOBILE	
<b>Registration Number:</b>	5706793	PERAHEALTH	
<b>Registration Number:</b>	5699454	LIFESAVING INTELLIGENCE	
<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>	312-464-3100		
<b>Email:</b>	trademarks@loeb.com		
<b>Correspondent Name:</b>	Douglas N. Masters c/o Loeb & Loeb LLP		
<b>Address Line 1:</b>	321 N. Clark Street, Suite 2300		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60654		
<b>ATTORNEY DOCKET NUMBER:</b>	205264-10368		
<b>NAME OF SUBMITTER:</b>	Tatyana V. Gilles		

<b>SIGNATURE:</b>	/Tatyana V. Gilles/
<b>DATE SIGNED:</b>	05/22/2023
<b>Total Attachments: 14</b> source=Notice of Recordal to be Corrected#page1.tif source=Notice of Recordal to be Corrected#page2.tif source=original coversheet and assignment(1)#page1.tif source=original coversheet and assignment(1)#page2.tif source=original coversheet and assignment(1)#page5.tif source=original coversheet and assignment(1)#page6.tif source=original coversheet and assignment(1)#page7.tif source=original coversheet and assignment(1)#page8.tif source=original coversheet and assignment(1)#page9.tif source=original coversheet and assignment(1)#page10.tif source=original coversheet and assignment(1)#page11.tif source=original coversheet and assignment(1)#page12.tif source=CoverSheet4 14 2023#page1.tif source=Notice of Non-recodal 5 22 2023#page1.tif	



**UNITED STATES PATENT AND TRADEMARK OFFICE**

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND  
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

APRIL 5, 2023

PTAS

LOEB & LOEB LLP  
321 N. CLARK STREET  
CHICAGO, IL 60654

**900757780**

UNITED STATES PATENT AND TRADEMARK OFFICE  
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT RECORDATION BRANCH OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE ASSIGNMENT RECORDATION BRANCH AT 571-272-3350. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, MAIL STOP: ASSIGNMENT RECORDATION BRANCH, P.O. BOX 1450, ALEXANDRIA, VA 22313.

RECORDATION DATE: 02/06/2023

REEL/FRAME: 8022/0799  
NUMBER OF PAGES: 9

BRIEF: RELEASE BY SECURED PARTY

DOCKET NUMBER: 205264-10362

ASSIGNOR:  
PERAHEALTH, INC.

DOC DATE: 02/02/2023  
CITIZENSHIP: DELAWARE  
ENTITY: CORPORATION

ASSIGNEE:  
SPACELABS HEALTHCARE, LLC  
  
35301 SE CENTER ST  
SNOQUALMIE, WASHINGTON 98065

CITIZENSHIP: WASHINGTON  
ENTITY: LIMITED LIABILITY COMPANY

SERIAL NUMBER: 86216265  
REGISTRATION NUMBER: 4741853  
MARK: UNIVERSAL PATIENT SCORE  
DRAWING TYPE: STANDARD CHARACTER MARK

FILING DATE: 03/10/2014  
REGISTRATION DATE: 05/26/2015

SERIAL NUMBER: 86216282  
REGISTRATION NUMBER: 4995714  
MARK: ROTHMAN  
DRAWING TYPE: STANDARD CHARACTER MARK

FILING DATE: 03/10/2014  
REGISTRATION DATE: 07/12/2016

SERIAL NUMBER: 87569367  
REGISTRATION NUMBER: 5718881  
MARK: PERATREND  
DRAWING TYPE: STANDARD CHARACTER MARK

FILING DATE: 08/15/2017  
REGISTRATION DATE: 04/09/2019

SERIAL NUMBER: 87569495  
REGISTRATION NUMBER: 5718882  
MARK: PERAANALYTICS  
DRAWING TYPE: STANDARD CHARACTER MARK

FILING DATE: 08/15/2017  
REGISTRATION DATE: 04/09/2019

SERIAL NUMBER: 87569770  
REGISTRATION NUMBER: 5423052  
MARK: PERAMOBILE  
DRAWING TYPE: STANDARD CHARACTER MARK

FILING DATE: 08/15/2017  
REGISTRATION DATE: 03/13/2018

SERIAL NUMBER: 87570058  
REGISTRATION NUMBER: 5706793  
MARK: PERAHEALTH  
DRAWING TYPE: STANDARD CHARACTER MARK

FILING DATE: 08/15/2017  
REGISTRATION DATE: 03/26/2019

SERIAL NUMBER: 87570168  
REGISTRATION NUMBER: 5699454  
MARK: LIFESAVING INTELLIGENCE  
DRAWING TYPE: STANDARD CHARACTER MARK

FILING DATE: 08/15/2017  
REGISTRATION DATE: 03/12/2019

ASSIGNMENT RECORDATION BRANCH  
PUBLIC RECORDS DIVISION



Electronic Trademark Assignment System

Confirmation Receipt

Your assignment has been received by the USPTO. The coversheet of the assignment is displayed below.

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Table with 2 columns: Field Name, Value. Rows include SUBMISSION TYPE: RESUBMISSION, NATURE OF CONVEYANCE: RELEASE OF SECURITY INTEREST, RESUBMIT DOCUMENT ID: 900748447

CONVEYING PARTY DATA

Table with 4 columns: Name, Formerly, Execution Date, Entity Type. Row: PeraHealth, Inc., 02/02/2023, Corporation: DELAWARE

RECEIVING PARTY DATA

Table with 2 columns: Field Name, Value. Rows include Name: Spacelabs Healthcare, LLC, Street Address: 35301 SE Center St, City: Snoqualmie, State/Country: WASHINGTON, Postal Code: 98065, Entity Type: Limited Liability Company: WASHINGTON

PROPERTY NUMBERS Total: 7

Table with 3 columns: Property Type, Number, Word Mark. Rows: Registration Number: 4741853, UNIVERSAL PATIENT SCORE; Registration Number: 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

#### CORRESPONDENCE DATA

**Fax Number:** 3124643111  
**Phone:** 3124643100  
**Email:** chpatent@loeb.com  
*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.*  
**Correspondent Name:** LOEB & LOEB LLP  
**Address Line 1:** 321 N. CLARK STREET  
**Address Line 4:** CHICAGO, ILLINOIS 60654

#### ATTORNEY DOCKET NUMBER:

205264-10362

#### NAME OF SUBMITTER:

Jonathan B. Thielbar

#### Signature:

/JONATHAN B. THIELBAR/

#### Date:

03/15/2023

#### Total Attachments: 7

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 source=205264-10362\_PTAS\_Recordation\_02-06-2023\_Resubmission\_Assignment#page7.tif

#### RECEIPT INFORMATION

**ETAS ID:** TM794672  
**Receipt Date:** 03/15/2023

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**REEL: 008079 FRAME: 0967**

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03/15/2023 01:30 PM EDT

## 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.

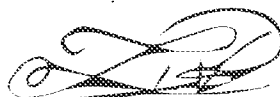
5. Governing Law. This Patent and Trademark Assignment and all disputes or controversies arising out of or relating to this Patent and Trademark Assignment or the transactions contemplated hereby shall be governed by, and construed in accordance with, the internal laws of the State of Washington, without 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: 008079 FRAME: 0972**

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]

**900765936 04/14/2023**  
**TRADEMARK ASSIGNMENT COVER SHEET**

<b>SUBMISSION TYPE:</b>	<b>CORRECTIVE ASSIGNMENT</b>
<b>NATURE OF CONVEYANCE:</b>	Corrective Assignment to correct the nature of conveyance previously recorded on Reel 008022 Frame 0799. Assignor(s) hereby confirms the conveyance type. Assignor corrects the type of the document to Assignment of the entire interest and the goodwill.

<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
PeriHealth, 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>
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Registration Number:	4995714	ROTHMAN
Registration Number:	5718881	PERATREND
Registration Number:	5718982	PERANALYTICS
Registration Number:	5423052	PERANOSILE
Registration Number:	5706793	PERAHEALTH
Registration Number:	5699454	LIFESAVING INTELLIGENCE

**CORRESPONDENCE DATA**  
 Fax Number: 3124643111  
*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: 312-464-3100  
 Email: trademarks@loeb.com  
 Correspondent Name: Douglas N. Masters c/o Loeb & Loeb LLP  
 Address Line 1: 321 N. Clark Street, Suite 2300  
 Address Line 4: Chicago, ILLINOIS 60654  
 ATTORNEY DOCKET NUMBER: 205264-10368

OP \$190.00 4741853



**UNITED STATES PATENT AND TRADEMARK OFFICE**

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND  
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

May 22, 2023

PTAS

DOUGLAS N. MASTERS C/O LOEB & LOEB LLP  
321 N. CLARK STREET, SUITE 2300  
CHICAGO, IL 60654



900765936

United States Patent and Trademark Office  
Notice of Non-Recordation of an Assignment Document

The enclosed document has been examined and found non-recordable by the Assignment Recordation Branch of the U.S. Patent and Trademark Office. The reason(s) for non-recordation are stated below:

1. The document submitted to correct errors in the previously recorded document is not acceptable. To correct an error in the recorded document, you must file a new cover sheet stating the error and the nature of conveyance, attach the previously recorded cover sheet which contains the error and the supporting document and pay the recording fees as set forth in 37 C.F.R. §3.34

Documents being resubmitted for recordation must reflect the corrected information to be recorded, the Document ID number referenced above and all pages from this submitted document. The original date of filing of this assignment document will be maintained if resubmitted with the appropriate correction(s) by **Wednesday, June 21, 2023**, as outlined under 37 CFR 3.51. The resubmitted document must include a stamp with the official date of receipt under 37 CFR 3. Applicants may use the certified procedures under 37 CFR 2.197 or 2.198 for resubmission of the returned papers if they desire to have the benefit of the date of deposit in the United States Postal Service.

To file the resubmission electronically, navigate to the ETAS website at <http://etas.uspto.gov>, click the Start Resubmission button and enter the following information:

**Document ID: 900765936**  
**Access Code: LT3VBZCGZDG48PU**

To file the resubmission in paper, send documents to: U.S. Patent and Trademark Office, Mail Stop: Assignment Recordation Branch, P.O. BOX 1450, Alexandria, VA 22313. If you have any questions regarding this notice, you may contact the Assignment Recordation Branch at 571-272-3350.

LAWANDA MILTON  
ASSIGNMENT RECORDATION BRANCH  
PUBLIC RECORDS DIVISION