

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM817719

|                              |  |
|------------------------------|--|
| <b>SUBMISSION TYPE:</b>      | NEW ASSIGNMENT                                     |
| <b>NATURE OF CONVEYANCE:</b> | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL |
| <b>SEQUENCE:</b>             | 1  |

## CONVEYING PARTY DATA

| Name                    | Formerly | Execution Date | Entity Type          |
|-------------------------|----------|----------------|----------------------|
| BioTissue Holdings Inc. |          | 05/25/2023     | Corporation: FLORIDA |

## RECEIVING PARTY DATA

|                        |                                     |
|------------------------|-------------------------------------|
| <b>Name:</b>           | Acumen Health Holdings, LLC         |
| <b>Street Address:</b> | 5 Sentry Parkway East, Suite 210    |
| <b>City:</b>           | Blue Bell                           |
| <b>State/Country:</b>  | PENNSYLVANIA                        |
| <b>Postal Code:</b>    | 19422                               |
| <b>Entity Type:</b>    | Limited Liability Company: DELAWARE |

## PROPERTY NUMBERS Total: 1

| Property Type               | Number  | Word Mark |
|-----------------------------|---------|-----------|
| <b>Registration Number:</b> | 4414425 | CLIRADEx  |

## CORRESPONDENCE DATA

**Fax Number:** 2026612299  
*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:** 202-661-2247  
**Email:** TMDocketing@BallardSpahr.com  
**Correspondent Name:** Susan A. Smith - Ballard Spahr LLP  
**Address Line 1:** 1909 K Street, NW  
**Address Line 2:** 12th Floor  
**Address Line 4:** Washington, D.C. 20006-1157

|                                |                |
|--------------------------------|----------------|
| <b>ATTORNEY DOCKET NUMBER:</b> | 00406884       |
| <b>NAME OF SUBMITTER:</b>      | Susan A. Smith |
| <b>SIGNATURE:</b>              | /sas/          |
| <b>DATE SIGNED:</b>            | 06/15/2023     |

## Total Attachments: 5

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## Trademark Assignment Agreement

This Trademark Assignment Agreement (“Trademark Assignment”), dated as of May 25, 2023, is made by BioTissue Holdings Inc. (“Assignor”), a corporation organized under the laws of Florida, in favor of Acumen Health Holdings, LLC, a limited liability company organized under the laws of Delaware (“Assignee”), the purchaser of certain assets of Assignor delivered pursuant to, and is subject to, all of the terms and conditions of that certain Asset Purchase Agreement by and between Assignor and Assignee, dated as of May 4, 2023 (the “Purchase Agreement”).

WHEREAS, under the terms of the Purchase Agreement, Assignor has agreed to sell and assign to Assignee, among other assets, the registered trademarks of Assignor disclosed on Schedule 1 to this Trademark Assignment along with all goodwill connected with the use of, and symbolized by such trademarks (the “Assigned Trademarks”), and Assignor and Assignee would like to enter into an agreement confirming that assignment for filing with the United States Patent and Trademark Office and the corresponding intellectual property offices in any other applicable jurisdiction throughout the world;

NOW THEREFORE, the parties agree as follows:

1. Assignment. Assignor hereby irrevocably assigns, transfers, sells, and conveys to Assignee and its successors and assigns, and Assignee hereby accepts, all of Assignor’s entire right, title, and interest in and to the Assigned Trademarks, including 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 any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office, and its counterpart in any other applicable jurisdiction throughout the world, to record and register this Trademark Assignment upon request by Assignee. Following the date hereof, upon Assignee's reasonable request, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Assignee, or any assignee or successor thereto.

3. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned Trademark. The representations, warranties, covenants, agreements, and indemnities contained in the Purchase 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 Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark 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 Trademark Assignment.

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

6. Governing Law. This Assignment will be governed by and construed and enforced in accordance with the internal laws of the State of Delaware without reference to any choice of law rules that would result in the application of the laws of another jurisdiction.

[SIGNATURE PAGE FOLLOWS]

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

**BIOTISSUE HOLDINGS INC.**

By: Michael Cornelius  
C6E2131BEE474B1...

Name: Michael Cornelius

Title: Chief Financial Officer

Address for Notices:

7300 Corporate Center Cr Suite 700

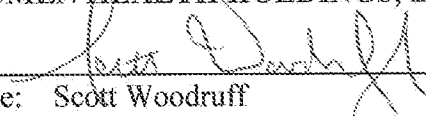
Miami, FL 33126

Attention: Michael Cornelius

Email: mcornelius@BioTissue.com

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

ACUMEN HEALTH HOLDINGS, LLC

By:  \_\_\_\_\_

Name: Scott Woodruff

Title: Chief Executive Officer

Address for Notices:

5 Sentry Pkwy E, Suite 210

Blue Bell, Pennsylvania 19422

Attention: Scott Woodruff

Email: [swoodruff@acumenhh.com](mailto:swoodruff@acumenhh.com)

**SCHEDULE 1**

**ASSIGNED TRADEMARKS**

| <b>Trademark</b> | <b>App. No.<br/>&amp; Date</b> | <b>Reg. No.<br/>&amp; Date</b> | <b>Country</b> |
|------------------|--------------------------------|--------------------------------|----------------|
| CLIRADEX         | 85864159<br>01-MAR-2013        | 4414425<br>8-OCT-2013          | United States  |
| CLIRADEX         | 012176277<br>26-SEP-2013       | 012176277<br>19-FEB-2014       | EUTM           |
| CLIRADEX         | UK00912176277<br>26-SEP-2013   | UK00912176277<br>19-FEB-2014   | UK             |
| CLIRADEX         | 106064118<br>12-OCT-2017       | 106064118<br>1-AUG-2018        | Taiwan         |