

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2


ETAS ID: TM818568

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HOLIDAY ACQUISITION SUB, INC.		06/30/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	GENENTECH, INC.		
Street Address:	1 DNA Way		
Internal Address:	Mail Stop 49		
City:	South San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94080		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	5325390	QUANTITATIVE IMAGING DECISION SUPPORT (Q	
Registration Number:	5318432	PATIENTCARE TIMELINE	
Registration Number:	5356281	QUANTITATIVE TUMOR BURDEN REPORT	
Registration Number:	5424344	QTBR	
Registration Number:	5214348	HEALTHMYNE	
Registration Number:	6046280	QUANTITATIVE IMAGING DECISION SUPPORT	
CORRESPONDENCE DATA			
Fax Number:	6509529881		
<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>			
Phone:	708-205-3766		
Email:	libby.jelena@gene.com		
Correspondent Name:	Jelena Libby		
Address Line 1:	1 DNA Way		
Address Line 4:	South San Francisco, CALIFORNIA 94080		
NAME OF SUBMITTER:	JELENA LIBBY		
SIGNATURE:	/JELENA LIBBY/		

CH \$165.00 5325390

DATE SIGNED:	06/20/2023
Total Attachments: 6 source=Assignment-Holiday_to_GNE#page1.tif source=Assignment-Holiday_to_GNE#page2.tif source=Assignment-Holiday_to_GNE#page3.tif source=Assignment-Holiday_to_GNE#page4.tif source=Assignment-Holiday_to_GNE#page5.tif source=Assignment-Holiday_to_GNE#page6.tif	

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this "Assignment"), effective as of immediately following the Closing, is by and between Holiday Acquisition Sub, Inc., a Delaware corporation ("Assignor") and Genentech, Inc., a Delaware corporation ("Assignee"). 

WHEREAS, pursuant to the terms of that certain Asset Purchase Agreement (the "Purchase Agreement"), dated as of June 27, 2022, by and between the Assignor and HealthMync, Inc., a Delaware corporation ("Seller"), Seller has agreed to assign, sell, transfer, convey and deliver, and Assignor has agreed to purchase, acquire and accept, certain assets of Seller (the "Assigned Assets");

WHEREAS, Assignor desires to assign, transfer, convey and deliver, and Assignee desires to accept the Assigned Assets;

WHEREAS, the parties wish to record such acquisition in the Patent and Trademark Offices; and

WHEREAS, capitalized terms used and not defined in this Assignment shall have the respective meanings ascribed to them in the Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned hereby agree as follows:

1. Assignment of Intellectual Property Rights. Effective as of the Closing Date, Assignor hereby sells, transfers, conveys, assigns and delivers to Assignee and Assignee accepts all of Assignor's right, title and interest in and to: (a) the Intellectual Property Rights (defined below) in the Registered Owned Intellectual Property, including, but not limited to, the Trademarks set forth in Schedule A together with the goodwill of the business symbolized thereby and the Patents set forth in Schedule B; (b) all licenses for the use thereof; (c) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (d) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; (e) all rights corresponding to any of the foregoing throughout the world; and (f) the right to assign the rights conveyed herein, the same to be held and enjoyed by Assignee for its own use and benefit, and for the benefit of its successors, assigns, and legal representatives. "Intellectual Property Rights" means all rights of the following types arising or granted in any jurisdiction, now or in future, whether registered or unregistered: (i) all patents and patent applications in any country in the world, including any continuations, continuations-in-part, divisionals, provisionals, or any substitute applications, any patent issued with respect to any such patent applications, any reissue, reexamination, renewal or extension (including any supplemental protection certificate) of any such patent, and any confirmation patent or registration patent or patent of addition based on any such patent, all foreign counterparts of any of the foregoing, and foreign equivalents (including inventors' certificates and any applications therefor) of any

of the forgoing, (ii) United States, state and foreign trademarks, service marks, logos, trade dress, trade names, moral rights and general intangibles of like nature, whether registered or unregistered, and pending applications to register the foregoing; and (iii) trade secrets and confidential information, computer software programs and software systems, including databases, compilations, tool sets, compilers, higher level or "proprietary" languages and related documentation and materials, whether in source code, object code or human readable form, documentation, know-how, processes, technology, formulae, customer lists or data, business and marketing plans, inventions (whether or not patentable) and marketing information.

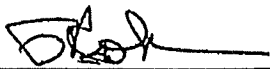
2. Successors. This Assignment shall inure to the benefit of and is binding upon the respective successors and assigns of Assignor and Assignee.
3. Governing Law. This Assignment shall be governed by, and construed in accordance with (a) the laws of the United States, in respect to trademark, patent and copyright issues, and (b) in all other respects, including as to validity (except for patent, trademark and copyright issues), interpretation and effect, by the laws of the State of Delaware without giving effect to the conflict of laws rules thereof.
4. Counterparts. This Assignment may be executed in separate counterparts, each of which is deemed to be an original and all of which taken together constitute one and the same agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor and Assignee caused this Assignment to be duly executed as of the date first written above.

ASSIGNOR:

HOLIDAY ACQUISITION SUB, INC.

By: 
Gerald Bohm
Its: Secretary

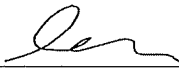
Date: June 30, 2022

SIGNATURE PAGE TO INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

ACCEPTED BY:

ASSIGNEE:

GENENTECH, INC.

By: _____

Its: Assistant Secretary

Date: June 30, 2022

SIGNATURE PAGE TO INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

**Schedule A
Trademarks**

No.	Mark	Country	Reg. No./ App. No.	Reg. Date/ App. Date	Current Owner	Status
1.	QUANTITATIVE IMAGING DECISION SUPPORT (QIDS)	USA	5325390 87176565	2017-10-31 2016-09-20	Holiday Acquisition Sub, Inc.	Registered
2.	PATIENTCARE TIMELINE	USA	5318432 87176576	2017-10-24 2016-09-20	Holiday Acquisition Sub, Inc.	Registered
3.	QUANTITATIVE TUMOR BURDEN REPORT	USA	5356281 87201982	2017-12-12 2016-10-13	Holiday Acquisition Sub, Inc.	Registered
4.	QTBR	USA	5424344 87201986	2018-03-13 2016-10-13	Holiday Acquisition Sub, Inc.	Registered
5.	HEALTHMYNE	USA	5214348 86066818	2017-05-30 2013-09-17	Holiday Acquisition Sub, Inc.	Registered
6.	QUANTITATIVE IMAGING DECISION SUPPORT (QIDS)	Canada	TMA1033829 1824396	2019-07-01 2017-02-24	Holiday Acquisition Sub, Inc.	Registered
7.	QUANTITATIVE IMAGING DECISION SUPPORT (QIDS)	International Registration	1347736 1347736	2017-02-23 2017-02-23	Holiday Acquisition Sub, Inc.	Registered
8.	QUANTITATIVE IMAGING DECISION SUPPORT (QIDS)	Australia (International Registration)	1347736 1347736	2017-02-23 2017-02-23	Holiday Acquisition Sub, Inc.	Registered
9.	QUANTITATIVE IMAGING DECISION SUPPORT (QIDS)	United Kingdom (International Registration)	1347736 1347736	2017-02-23 2017-02-23	Holiday Acquisition Sub, Inc.	Registered
10.	QUANTITATIVE IMAGING DECISION SUPPORT	USA	6046280 88628915	2020-05-05 2019-09-24	Holiday Acquisition Sub, Inc.	Registered

**Schedule B
Patents**

No.	Title	Country	Patent No./ Publication No./ Application No.	Issue Date/ Pub. Date/ App. Date	Current Owner	Status
1.	Systems and methods for semi-automatic tumor segmentation.	USA	11043296 2020-0143934 16674944	22-JUN-2021 07-MAY-2020 05-NOV-2019	Holiday Acquisition Sub, Inc.	Granted
2.	Systems and methods for semi-automatic tumor segmentation.	European Union	EP3877949 19881201.8	05-NOV-2019	Holiday Acquisition Sub, Inc.	Pending
3.	Systems and methods for volumetric segmentation of structures in planar medical images.	USA	10762636 2019-0005649 15990131	01-SEP-2020 03-JAN-2019 25-MAY-2018	Holiday Acquisition Sub, Inc.	Granted
4.	Systems and methods for volumetric segmentation of structures in planar medical images.	USA	11263754 2020-0364874 16944875	01-MAR-2022 19-NOV-2020 31-JUL-2020	Holiday Acquisition Sub, Inc.	Granted
5.	Systems and methods for volumetric segmentation of structures in planar medical images.	European Union	EP3644856 18824764.7	29-JUN-2018	Holiday Acquisition Sub, Inc.	Pending