# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM818564

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
SEQUENCE:	1

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
HealthMyne, Inc.		06/30/2022	Corporation: DELAWARE

### **RECEIVING PARTY DATA**

Name:	HOLIDAY ACQUISITION SUB, 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

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: 708-205-3766

libby.jelena@gene.com Email:

**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/

DATE SIGNED:	06/20/2023
Total Attachments: 6	
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#### INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this "<u>Assignment</u>"), effective as of the Closing Date, is by and between Holiday Acquisition Sub, Inc., a Delaware corporation ("<u>Assignee</u>") and HealthMyne, Inc., a Delaware corporation ("<u>Assignor</u>").

WHEREAS, pursuant to the terms of that certain Asset Purchase Agreement, dated as of June 27, 2022, by and between the Assignor and Assignee (the "<u>Purchase Agreement</u>"), Assignor has agreed to assign, sell, transfer, convey and deliver, and Assignee has agreed to purchase, acquire and accept, certain assets of Assignor;

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, pursuant to the terms of the Purchase Agreement and for the consideration set forth therein and other 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. <u>Successors</u>. 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. <u>Counterparts</u>. 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.
- 5. <u>Miscellaneous</u>. This Assignment is subject to all the terms and conditions of the Purchase Agreement. The parties intend that this Assignment is for recordation purposes only and nothing in this Assignment shall be construed to be a modification of, or limitation on, any provision of the Purchase Agreement, including the representations, warranties and agreements set forth therein.

[Signature Page Follows]

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

## **ASSIGNOR:**

HEALTHMYNE, INC.

DocuSigned by:
Rose Higgins
CEO
6/30/2022

**ACCEPTED BY:** 

**ASSIGNEE:** 

HOLIDAY ACQUISITION SUB, INC.

Ву:\_\_\_\_\_

Its: Assistant Secretary

Date: \_\_June 30, 2022

# 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	HealthMyne, Inc.	Registered
2.	PATIENTCARE TIMELINE	USA	5318432 87176576	2017-10-24 2016-09-20	HealthMyne, Inc.	Registered
3.	QUANTITATIVE TUMOR BURDEN REPORT	USA	5356281 87201982	2017-12-12 2016-10-13	HealthMyne, Inc.	Registered
4.	QTBR	USA	5424344 87201986	2018-03-13 2016-10-13	HealthMyne, Inc.	Registered
5.	HEALTHMYNE	USA	5214348 86066818	2017-05-30 2013-09-17	HealthMyne, Inc.	Registered
6.	QUANTITATIVE IMAGING DECISION SUPPORT (QIDS)	Canada	TMA1033829 1824396	2019-07-01 2017-02-24	HealthMyne, Inc.	Registered
7.	QUANTITATIVE IMAGING DECISION SUPPORT (QIDS)	International Registration	1347736 1347736	2017-02-23 2017-02-23	HealthMyne, Inc.	Registered
8.	QUANTITATIVE IMAGING DECISION SUPPORT (QIDS)	Australia (International Registration)	1347736 1347736	2017-02-23 2017-02-23	HealthMyne, Inc.	Registered
9.	QUANTITATIVE IMAGING DECISION SUPPORT (QIDS)	United Kingdom (International Registration)	1347736 1347736	2017-02-23 2017-02-23	HealthMyne, Inc.	Registered
10.	QUANTITATIVE IMAGING DECISION SUPPORT	USA	6046280 88628915	2020-05-05 2019-09-24	HealthMyne, 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	Healthmyne, Inc.	Granted
2.	Systems and methods for semi-automatic tumor segmentation.	European Union	EP3877949 19881201.8	05-NOV-2019	Healthmyne, 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	Healthmyne, 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	Healthmyne, Inc.	Granted
5.	Systems and methods for volumetric segmentation of structures in planar medical images.	European Union	EP3644856 18824764.7	29-JUN-2018	Healthmyne, Inc.	Pending

TRADEMARK
REEL: 008104 FRAME: 0202

**RECORDED: 06/20/2023**