

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

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SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900766321

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
UPMC	FORMERLY University of Pittsburgh Medical Center	04/05/2023	Non-Profit Corporation: PENNSYLVANIA

RECEIVING PARTY DATA

Name:	Prodigo Solutions, Inc.
Street Address:	600 Cranberry Woods Dr #300
City:	Cranberry Twp
State/Country:	PENNSYLVANIA
Postal Code:	16066
Entity Type:	Corporation: PENNSYLVANIA

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	3873844	PRODIGO SOLUTIONS
Registration Number:	4225801	PRODIGO
Registration Number:	5680761	PRODIGO SOLUTIONS
Registration Number:	4214109	PRODIGOBUYER
Registration Number:	4214110	PRODIGOMARKETPLACE
Registration Number:	4225820	PRODIGOEXCHANGE

CORRESPONDENCE DATA

Fax Number:

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.

Email: trademarks@bassberry.com
Correspondent Name: Katherine Todd
Address Line 1: 150 3rd Avenue South
Address Line 2: Suite 2800
Address Line 4: Nashville, TENNESSEE 37201

ATTORNEY DOCKET NUMBER:	129559.0100
NAME OF SUBMITTER:	Vicky Bantug
SIGNATURE:	/Vicky Bantug/

DATE SIGNED:	06/30/2023
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Total Attachments: 5

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this “Assignment”) is made and entered into as of April 5, 2023 (“Effective Date”), by and between UPMC (f/k/a University of Pittsburgh Medical Center), a Pennsylvania non-profit corporation (“Assignor”) and Prodigio Solutions, Inc., a Pennsylvania corporation (“Assignee”).

WHEREAS, Assignor is a minority shareholder of Assignee and owns certain intellectual property, including trademarks and service marks, used by Assignee; and

WHEREAS, Assignor wishes to assign, transfer, sell, convey and deliver to Assignee, and Assignee wishes to accept, all of Assignor’s right, title and interest in and to the Assigned Trademarks (as defined below).

NOW, THEREFORE, for the consideration set forth on Section 4 of this Assignment, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

1. Assignment. Assignor hereby irrevocably assigns, transfers, sells, conveys and delivers to Assignee, and Assignee hereby acquires and accepts, all of the Assignor’s worldwide right, title and interest in, to and under any and all registered and unregistered trademarks and service marks consisting of or containing “**PRODIGO**” or that Assignor filed or registered in connection with the Assignee’s operations, including those listed on Schedule A (collectively, the “Assigned Trademarks”), together with (i) all goodwill of the business connected with the use of or symbolized by the Assigned Trademarks, (ii) all income, royalties, damages and payments now or hereafter due or payable with respect to such Assigned Trademarks and (iii) the rights to (A) sue and recover damages and obtain relief for past, present and future infringement, dilution, misappropriation or other violation of such Assigned Trademarks, (B) collect past and future income, royalties, damages and payments now or hereafter due or payable with respect to such Assigned Trademarks, (C) claim priority based on such Assigned Trademarks under the laws of any jurisdiction and/or under international conventions or treaties, (D) prosecute, register, maintain and defend such Assigned Trademarks before any public or private agency, office or registrar, and (E) fully and entirely stand in the place of the Assignor in all matters related thereto.
2. Scope of Assignment. For the avoidance of doubt, Schedule A hereto only contains such registered or applied-for trademarks that the Assignor identified as of the Effective Date as constituting Assigned Trademarks; however, it is the intention of Assignor and Assignee to assign to Assignee all of the Assigned Trademarks, whether or not listed in Schedule A (and whether or not registered or applied-for).
3. Recordation. Assignor hereby authorizes and requests the Commissioner for Trademarks of the United States Patent and Trademark Office and any other applicable equivalent office in any other jurisdiction, to record and register Assignee (and its successors and assigns) as the assignee and owner of the Assigned Trademarks.

4. Consideration. Simultaneously with the execution of this Assignment, Assignee shall pay to Assignor one hundred dollars (\$100.00) in consideration for the assignment, transfer, sale, conveyance and delivery of the Assigned Trademarks to Assignee (which, together with the other valuable consideration paid to Assignor, is hereby acknowledged to be sufficient).
5. Governing Law. This Assignment will be governed by and construed in accordance with the internal laws of the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware.
6. Further Assurances. Assignor agrees upon the request of Assignee to sign all necessary papers, instruments, conveyances and assurances and do all lawful acts reasonably requisite to give effect to the transaction contemplated by this Assignment, including recordation of this Assignment and perfection of Assignee's interest in and to the Assigned Trademarks in any jurisdiction worldwide, without further compensation, and at the expense of Assignee or its successors and assigns.
7. Power of Attorney. In the event that Assignee is unable to secure Assignor's signature on any of the documents described in Section 6 hereto or otherwise contemplated by this Assignment, Assignor hereby names and irrevocably constitutes and appoints Assignee with the full power of substitution therein, as Assignor's true and lawful attorney-in-fact to exercise the rights granted to Assignee in and to the Assigned Trademarks of this Assignment.
8. Interpretation. The words "hereof," "hereto" and words of similar import refer to this Assignment as a whole and not to any particular section or paragraph hereof. All instances of the word "including" in this Assignment shall be deemed to mean "including without limitation", whether or not it is in fact followed by those words or words of similar import. The word "or" shall be inclusive and not exclusive, unless the context otherwise requires.
9. Miscellaneous. This Assignment, together with the Intellectual Property Assignment Agreement dated April 5, 2023 between Assignor and Assignee and the Domain Name Assignment Agreement dated April 5, 2023 between Assignor and Assignee, constitutes the entire agreement between Assignor and Assignee with respect to the subject matter hereof. This Assignment may be executed in one or more counterparts (including by facsimile or other electronic means such as ".pdf" or ".jpg" files), each of which shall be deemed an original, and all of which shall constitute one and the same Assignment.

[Signature Pages Follow]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

UPMC f/k/a University of Pittsburgh Medical Center

JL
Name: Jeanne Curicelli

Title: Exp UPMC, President UPMC Enterprises

COMMONWEALTH OF PENNSYLVANIA)

COUNTY OF ALLEGHENY COUNTY)

This record was acknowledged before me on March 30, 2023 (DATE) by UPMC Enterprises (name of individual) as Exp. of UPMC President (type of authority, such as officer or trustee) of UPMC f/k/a UNIVERSITY OF PITTSBURGH MEDICAL CENTER, a Pennsylvania non-profit corporation (name of party on behalf of whom record was executed)

Commonwealth of Pennsylvania - Notary Seal
Gerri Ann Chelosky, Notary Public
Allegheny County
My commission expires October 25, 2025
Commission number 1062612
Member, Pennsylvania Association of Notaries

Gerri Ann Chelosky
(Signature of Notary Public)

Notary Public
(Title of Office)

My Commission Expires: 10/26/2025 (date)

[Signature Page to Trademark Assignment Agreement]

Prodigo Solutions, Inc.

Name: Joseph Mayernik

Title: Executive Chairman & President

STATE OF OHIO)
)
COUNTY OF HAMILTON)

This record was acknowledged before me on April 4, 2008 (DATE) by Joseph Mayernik (name of individual) as Executive Chairman (type of authority, such as officer or trustee) of PRODIGO SOLUTIONS, INC., a Pennsylvania corporation (name of party on behalf of whom record was executed).

Stamp

Vicki Monroe
(Signature of Notary Public)

My Commission Expires: 11-15-28 (date)

(Title of Office)




VICKI MONROE
Notary Public, State of Ohio
My Commission Expires:
11-15-28

{Signature Page to Trademark Assignment Agreement}

Schedule A

Assigned Trademarks

Jurisdiction	Mark	Registration No.	Registration Date	Status
US	Prodigo Solutions	3,873,844	Nov. 9, 2010	Registered
US	Prodigo	4,225,801	Oct. 16, 2012	Registered
US		5,680,761	Feb. 19, 2019	Registered
US	ProdigoBuyer	4,214,109	Sept. 25, 2012	Registered
US	ProdigoMarketplace	4,214,110	Sept. 25, 2012	Registered
US	ProdigoXchange	4,225,820	Oct. 16, 2012	Registered