

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM835612

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Soliant Holdings, LLC		08/29/2023	Limited Liability Company: DELAWARE
TTF Holdings, LLC		08/29/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	BioBridges, LLC		
Street Address:	230 3rd Ave.		
Internal Address:	Suite 3206		
City:	Waltham		
State/Country:	MASSACHUSETTS		
Postal Code:	02451		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3783134	BIOBRIDGES	
Registration Number:	5014253	EXPERIENCE THAT WORKS	
CORRESPONDENCE DATA			
Fax Number:	3128622200		
<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:	3128622000		
Email:	rob.soneson@kirkland.com		
Correspondent Name:	Rob Soneson		
Address Line 1:	300 N LaSalle		
Address Line 2:	Kirkland & Ellis LLP		
Address Line 4:	Chicago, ILLINOIS 60654		
ATTORNEY DOCKET NUMBER:	35770-126		
NAME OF SUBMITTER:	Rob Soneson		
SIGNATURE:	/rsoneson/		
DATE SIGNED:	08/30/2023		

CH \$65.00 3783134

Total Attachments: 4

source=Project Blitz - Trademark Assignment (Executed)_(99561129_3)#page1.tif

source=Project Blitz - Trademark Assignment (Executed)_(99561129_3)#page2.tif

source=Project Blitz - Trademark Assignment (Executed)_(99561129_3)#page3.tif

source=Project Blitz - Trademark Assignment (Executed)_(99561129_3)#page4.tif

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this “Assignment”) is made and entered into as of August 29, 2023 (“Effective Date”) by and between Soliant Holdings, LLC, a Delaware limited liability company (“SH”) and TTF Holdings, LLC, a Delaware limited liability company (together with SH, each, an “Assignor” and collectively, the “Assignors”), on the one hand, and BioBridges, LLC, a Delaware limited liability company (“Assignee”), on the other hand. The Assignors and Assignee are individually referred to as a “Party” and collectively as the “Parties”. Terms not otherwise defined have the meaning given in the Purchase Agreement (as defined below).

WHEREAS, SH, Assignee and PharmAlliance Buyer, LP, a Delaware limited partnership (“Buyer”), have entered into that certain Purchase Agreement, dated as of August 29, 2023 (the “Purchase Agreement”), pursuant to which, among other things, Buyer is acquiring from SH all of the issued and outstanding limited liability company interests of Assignee;

WHEREAS, the Assignors own certain trademarks set forth on Schedule A attached hereto (including any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect), together with the goodwill of the business associated therewith (the “Marks”);

WHEREAS, in connection with the transactions contemplated by the Purchase Agreement, the Parties have agreed that, as of the Effective Date, each Assignor will assign to Assignee the Marks; and

NOW, THEREFORE, for and in consideration of the covenants contained in this Assignment and the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Assignment of the Marks.** Each Assignor hereby irrevocably assigns, conveys, transfers, and delivers (and hereby causes and shall cause its Affiliates to irrevocably assign, convey, transfer, and deliver) to Assignee, and Assignee hereby accepts, all of the Assignors’ and their Affiliates’ right, title and interest in, to and under the Marks, and all rights and remedies related thereto, including (i) any and all claims and causes of action with respect thereto, whether accruing before, on or after the Effective Date, and the right to seek damages for the past, present or future infringement, misappropriation, dilution, or other violation thereof, (ii) all rights to proceeds, income, revenues and royalties with respect thereto, whether accruing before, on or after the Effective Date, (iii) the goodwill of the business appurtenant thereto, and (iv) all tangible embodiments thereof and all rights of renewal with respect thereto or other rights thereunder.
2. **Corrective Assignments.** Promptly following the Effective Date (but in any event no later than five (5) Business Days after the Effective Date), each Assignor shall, at Assignor’s expense, make all filings at the United States Patent and Trademark Office, and take or cause to be taken all actions reasonably necessary to, update the record owner or correct any gap in the chain of title, for each of the Marks. Such actions will include

executing and delivering any and all assignments, powers of attorney or other agreements or documentation as may be reasonably required or requested by the Assignee in connection with the foregoing.

3. **Further Assurances.**

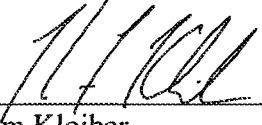
- (a) Each Assignor shall, at Assignee's expense, from time to time after the Effective Date, at the reasonable request of Assignee, (i) take further legal actions, (ii) provide to Assignee and Assignee's Affiliates, successors, assigns or other legal representatives all reasonable cooperation and assistance and (iii) execute and deliver such other instruments of conveyance and transfer, consents, bills of sale, assignments and assurances, in each case of clauses (i) through (iii) as reasonably necessary to consummate, confirm or evidence the sale, conveyance, transfer, assignment and delivery of the Marks as contemplated by herein, including providing reasonable cooperation with the prosecution, protection and enforcement thereof.
- (b) Each Assignor hereby authorizes and requests the United States Commissioner of Patents and Trademarks, and other empowered officials of the United States Patent and Trademark Office, and the officials of corresponding entities or agencies in any applicable foreign country to record Assignee as the owner of any trademark registrations or applications included in the Marks.

4. **Incorporation by Reference.** Sections 8.1 (Entire Agreement; Amendment; Severability; Counterparts), 8.2 (Waiver), 8.4 (Applicable Law; Waiver of Jury Trial), 8.5 (Rules of Construction), and 8.7 (Notices) of the Purchase Agreement are hereby incorporated by reference into this Agreement and shall apply as if fully set forth herein *mutatis mutandis*.

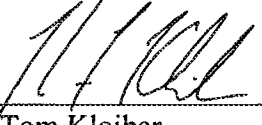
* * * * *

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

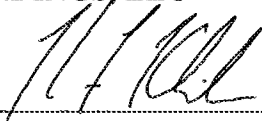
SOLIANT HEALTH, LLC

By: 
Name: Tom Kloiber
Title: Chief Financial Officer

BIOBRIDGES, LLC

By: 
Name: Tom Kloiber
Title: Chief Financial Officer

TTF HOLDINGS, LLC

By: 
Name: Tom Kloiber
Title: Chief Financial Officer

SCHEDULE A

TRADEMARK REGISTRATIONS

Trademark	Jurisdiction	Registration Number/ Date	Owner
BIOBRIDGES	US	3,783,134 May 4, 2010	TTF Holdings, LLC
EXPERIENCE THAT WORKS	US	5,014,253 August 2, 2016	TTF Holdings, LLC

All common law Trademark rights in (and Trademarks containing) BIOBRIDGES and EXPERIENCE THAT WORKS.