

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM835934

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HI.Q, INC.		08/30/2023	Corporation:
HEALTH IQ INSURANCE SERVICES, INC.		08/30/2023	Corporation:
RECEIVING PARTY DATA			
Name:	DASIR, LLC		
Street Address:	410 Park Avenue, Suite 900		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Serial Number:	90395081	SHARPSENIOR	
Serial Number:	88694788	HEALTH IQ	
Serial Number:	88694782	HEALTH IQ	
Serial Number:	87488736	HEALTH I.Q.	
Registration Number:	5894271	HEALTH I.Q.	
Registration Number:	6479686	HEALTH IQ	
Registration Number:	6479685	HEALTH IQ	
Registration Number:	5055219	HI.Q	
CORRESPONDENCE DATA			
Fax Number:	2126983599		
<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:	212-698-3500		
Email:	miranda.mitchell@dechert.com, BOSPatents@dechert.com		
Correspondent Name:	Dechert LLP		
Address Line 1:	THREE BRYANT PARK		
Address Line 2:	1095 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10036		

CH \$215.00 90395081

ATTORNEY DOCKET NUMBER:	198094
NAME OF SUBMITTER:	Spencer Joffrion
SIGNATURE:	/Spencer Joffrion/
DATE SIGNED:	08/31/2023

Total Attachments: 8

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ASSIGNMENT OF INTELLECTUAL PROPERTY

This ASSIGNMENT OF INTELLECTUAL PROPERTY (this “Assignment”) is made as of August 30, 2023 (the “Effective Date”) by and between HI.Q, INC., a Delaware Corporation (“HI.Q”), HEALTH IQ INSURANCE SERVICES, INC., a Delaware corporation (“HEALTH IQ”, together with HI.Q, the “Assignor”) and DASIR, LLC, a Delaware limited liability company, as assignee (“DASIR”). Each of Assignor and DASIR are referred to as a “Party” and together as the “Parties”.

WHEREAS, Assignor and Silicon Valley Bank entered into that certain Intellectual Property Security Agreement, dated as of December 13, 2021, and that certain First Amendment to Intellectual Property Security Agreement, dated as of May 6, 2022 (collectively, the “IPSA”), pursuant to which Assignor granted a security interest in certain assets to Silicon Valley Bank for Loans (as defined in the LSA) under that certain Loan and Security Agreement by and between Silicon Valley Bank, as Lender, and Assignor as Borrower, dated as of December 13, 2021 (the “LSA”), including, without limitation, all of Assignor’s rights, title and interest in its intellectual property;

WHEREAS, pursuant to the Loan Document Sale and Assignment Agreement, dated as of August 23, 2023 (the “Loan Assignment Agreement”), DASIR purchased all of the right, title and interest of Silicon Valley Bank, a division of First-Citizens Bank & Trust Company (successor by purchase to the Federal Deposit Insurance Corporation as Receiver for Silicon Valley Bridge Bank, N.A. (as successor to Silicon Valley Bank)) in certain Obligations under the LSA. DASIR is currently the sole lender under the LSA.

WHEREAS, pursuant to the Partial Strict Foreclosure Agreement, dated as of August 30, 2023 (the “Foreclosure Agreement”), by and among the Parties, the Parties agreed to a partial strict foreclosure of Borrower’s assets, including all of the Assigned IP (as defined below).

WHEREAS, the Parties agree that all assets pledged in the IPSA are and shall be the sole property of DASIR, and Assignor shall retain no ownership, interest, or rights therein.

NOW, THEREFORE, the Parties agree as follows:

1. Assignor hereby irrevocably sells, transfers, assigns and delivers to DASIR, and DASIR hereby assumes and accepts, all of Assignor’s worldwide rights, title, and interests in and to all of its intellectual and industrial property rights and other similar proprietary rights, whether registered or unregistered, including without limitation:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret (collectively, the “Copyrights”);

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products;

(c) Any and all design rights that may be available to Assignor;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit A attached hereto (collectively, the “Patents”);

(e) Any and all trademark and service mark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Assignor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit B attached hereto (collectively, the “Trademarks”);

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired (collectively, the “Mask Works”);

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works;

(j) All internet domain names; and

(k) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing;

(all of the foregoing, collectively, the “Assigned IP”).

Notwithstanding the foregoing, the Assigned IP shall not include (a) rights held under a license that are not assignable by their terms without the consent of the licensor thereof (but only to the extent such restriction on assignment is enforceable under applicable law) and (b) any intent-to-use Trademarks or applications therefor, unless and until acceptable evidence of use of the Trademark has been filed with and accepted by the United States Patent and Trademark Office pursuant to Section 1(c) or Section 1(d) of the Lanham Act (15 U.S.C. §§ 1051, et seq.).

2. Assignor shall promptly execute and deliver such documents, and do and perform such acts and things as DASIR, its legal representatives, its successors and/or assigns may reasonably request to give effect to, document and record, perfect and enforce the assignment herein recited, including without limitation executing contemporaneously with this Assignment and such other documents as may be required to give full effect to and to perfect the rights of DASIR and its successors and/or assigns under this Assignment in and to the Intellectual Property assigned to DASIR hereunder.

3. Assignor hereby irrevocably consents and authorizes the registrars of the domain names included in the Assigned IP ("Registrars") to transfer such domain names to DASIR in accordance with the regular transfer procedures of such Registrars. Assignor hereby agrees to and shall hereafter take such other actions and execute such other agreements and instruments as are reasonably deemed necessary by DASIR or the Registrars to document Assignor's assignment and transfer of such domain names to DASIR. Assignor hereby agrees to and promptly shall provide all reasonable cooperation necessary to facilitate and cause the assignment and transfer to DASIR of such domain names with the Registrars and will follow the rules designated by the Registrars to effect such assignment and transfer, including promptly responding to the e-mail sent to Assignor's contact from the Registrars confirming the assignment and transfer of such domain names to DASIR.

4. DASIR hereby grants Assignor a limited, personal, non-exclusive, non-transferable, non-sublicensable license (the "License") to continue to use its corporate name as of the Effective Date solely and to the extent necessary for Assignor's bankruptcy proceedings, including in court filings. This License shall remain in effect until the completion of Assignor's bankruptcy proceedings or until otherwise terminated by DASIR on thirty (30) days' prior written notice. Assignor acknowledges that this License does not transfer any ownership rights to Assignors.

5. This Assignment shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns. This Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Assignment shall be governed by, and construed in accordance with, the laws of the United States and the State of California, without giving effect to any choice or conflict of laws provision or rule (whether of the State of California or any other jurisdiction). This Assignment may be executed in the original or electronically in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

6. Notwithstanding anything that may be expressed or implied in this Assignment or any other document, each Party, each on behalf of itself and its Affiliates and their respective representatives, covenants, agrees and acknowledges that no Person other than the Parties (and their respective successors or assignees, as applicable) has any obligations hereunder and that, no Party or its Affiliates or its representatives, shall have any right of recovery under this Assignment or any other documents against, and no personal liability under this Assignment or any other document shall attach to, another Party's former, current or future debt or equity financing sources, equity holders, controlling persons, directors, officers, employees, general or limited partners, members, managers, Affiliates or agents, or any former, current or future equity holder, controlling person, director, officer, employee, general or limited partner, member, manager, Affiliate or agent of any of the foregoing (collectively, each of the foregoing but not including the Parties, a "Non-Recourse Party"), whether by or through attempted piercing of the corporate, limited partnership or limited liability company veil, by or through a claim by or on behalf of any Party against any Non-Recourse Party, by the enforcement of any assessment or by any legal or equitable proceeding, by virtue of any applicable law, whether in contract, tort or otherwise. Without limiting the foregoing, no past, present or future director, officer, employee, incorporator, member, partner, stockholder, Affiliate, agent, attorney or representative of a Party or its Affiliates shall

have any liability for any obligations or liabilities of such Party under this Assignment of or for any claim based on, in respect of, or by reason of, the transactions contemplated hereby.

The undersigned Parties, by their authorized representatives, have executed this Assignment of Intellectual Property effective as of the Effective Date:

"HLQ":

HLQ, INC., as assignor

By: 

Name: Gaurav Suri

Title: CEO

Date: August 30, 2023

"HEALTH IQ":

HEALTH IQ INSURANCE SERVICES, INC., as assignor

By: 

Name: Gaurav Suri

Title: CEO

Date: August 30, 2023

"DASIR":

DASIR, LLC, as assignee

By: DASIR Holdings, LLC, as its sole member

By: _____

Name:

Title:

Date:

The undersigned Parties, by their authorized representatives, have executed this Assignment of Intellectual Property effective as of the Effective Date:

“HI.Q”: **HI.Q, INC.**, as assignor

By: _____
Name: Gaurav Suri
Title:
Date:

“HEALTH IQ”: **HEALTH IQ INSURANCE SERVICES, INC.**, as assignor

By: _____
Name: Gaurav Suri
Title:
Date:

“DASIR”: **DASIR, LLC**, as assignee

By: DASIR Holdings, LLC, as its sole member

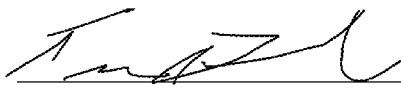
By:  _____
Name: Tim Daileader
Title: Authorized Representative
Date: August 30, 2023

EXHIBIT B

TRADEMARKS

<u>Description</u>	<u>Serial/Registration Number</u>	<u>Filing/Registration Date</u>
SHARPSENIOR Administration of insurance discount programs. Insurance agency and brokerage services for all types of insurance	90,395,081	18-Dec-2020
HEALTH IQ Downloadable mobile apps for providing quizzes and self-assessment tools in the fields of health, healthy lifestyles, and longevity; Downloadable mobile applications for providing self-assessment tools in the nature quizzes in the fields of health, healthy lifestyles, and longevity. Education services, namely, providing educational assessment services in the form of online quizzes in the fields of health, healthy lifestyles, and longevity; Entertainment services, namely, arranging contests, and providing recognition and incentive programs designed to reward participants with knowledge in the fields of health, healthy lifestyles, and longevity Providing health information, namely, information relating to health, healthy lifestyles, and longevity, via the Internet	88,694,788	15-Nov-2019
Health IQ Downloadable mobile apps for providing quizzes and self-assessment tools in the fields of health, healthy lifestyles, and longevity; Downloadable mobile applications for providing self-assessment tools in the nature of quizzes in the fields of health, healthy lifestyles, and longevity. Education services, namely, providing educational assessment services in the form of online quizzes in the fields of health, healthy lifestyles, and longevity; Entertainment services, namely, arranging contests, and providing recognition and incentive programs designed to reward participants with knowledge in the fields of health, healthy lifestyles, and longevity	88,694,782	15-Nov-2019

Providing health information, namely, information relating to health, healthy lifestyles, and longevity, via the Internet.		
Health I.Q. Providing information in insurance matters to individual consumers, namely, for the purpose of verification of life insurance eligibility based on the individual insured's current health and healthy lifestyle.	87,488,736	14-Jun-2017
Health I.Q. Providing health information, namely, information relating to health and mortality rates via a website	5,894,271	29-Oct-2019
HEALTH IQ Downloadable software for managing, tracking, storing, and sharing insurance underwriting information Software as a service (SAAS) services featuring software for managing, tracking, storing, and sharing insurance underwriting information	6,479,686	07-Sep-2021
Health IQ Downloadable software for managing, tracking, storing, and sharing insurance underwriting information Software as a service (SAAS) services featuring software for managing, tracking, storing, and sharing insurance underwriting information	6,479,685	07-Sep-2021
Hi.Q Software for providing health assessments, for providing information on nutrition, exercise, medicine and health and for use in social networking	5,055,219	04-Oct-2016