

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM845511

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|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------|---------------------------|----------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Simplify Compliance, LLC | | 09/29/2023 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | HCPPro LLC | | |
| Street Address: | 233 N. Michigan Ave., 21st Floor | | |
| Internal Address: | c/o American Health Information Management Association | | |
| City: | Chicago | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60601 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 10 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 6161829 | ACDIS | |
| Registration Number: | 6186337 | ACDIS | |
| Registration Number: | 6342534 | ACDIS POCKET GUIDE | |
| Registration Number: | 2546918 | CERTIFIED CODER BOOT CAMP | |
| Registration Number: | 4604386 | DECISIONHEALTH | |
| Registration Number: | 3248430 | DH | |
| Registration Number: | 3235050 | DH DECISIONHEALTH | |
| Registration Number: | 2647846 | HCPRO | |
| Registration Number: | 2777741 | MEDICARE BOOT CAMP | |
| Registration Number: | 1824372 | PART B NEWS | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2023448300 | | |
| <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: | 2023444976 | | |
| Email: | trademarkdocket@venable.com, rliebowitz@venable.com, saahmed@venable.com | | |
| Correspondent Name: | Rebecca Liebowitz | | |

OP \$265.00 6161829

Address Line 1: PO Box 34385
Address Line 2: c/o Venable LLP
Address Line 4: Washington, D.C. 20043-9998

ATTORNEY DOCKET NUMBER: 148637-579218

NAME OF SUBMITTER: Sahar Ahmed

SIGNATURE: /Sahar Ahmed/

DATE SIGNED: 10/12/2023

Total Attachments: 5

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (“**Trademark Assignment**”), dated as of September 29, 2023, is made by Simplify Compliance, LLC, a Delaware limited liability company (“**Seller**”), in favor of HCPro LLC, a Delaware limited liability company (“**Buyer**”), the purchaser of certain assets of Seller pursuant to an Asset Purchase Agreement among Buyer, Seller, and American Health Information Management Association, an Illinois not-for-profit corporation, dated as of September 29, 2023 (the “**Asset Purchase Agreement**”).

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller’s right, title, and interest in and to the following:

(a) the trademark registrations and trademark applications set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof (the “**Assigned Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks; provided that, with respect to any United States intent-to-use trademark applications set forth on Schedule 1 hereto, the transfer of such applications accompanies, pursuant to the Asset Purchase Agreement, the transfer of Seller’s business, or that portion of the business to which the trademark pertains, and that business is ongoing and existing;

(b) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment upon request by Buyer. Following the date hereof, Seller shall take such reasonable

steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

5. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Trademark 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 Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and 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).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller has duly executed and delivered this Trademark Assignment as of the date first written above.

SIMPLIFY COMPLIANCE, LLC

By: Daniel M. Oswald
Name: Daniel M. Oswald
Title: President

AGREED TO AND ACCEPTED:

HCPRO LLC

By: _____
Name: Amy Mosser
Title: President

IN WITNESS WHEREOF, Seller has duly executed and delivered this Trademark Assignment as of the date first written above.

SIMPLIFY COMPLIANCE, LLC

By: _____

Name: Daniel M. Oswald

Title: President

AGREED TO AND ACCEPTED:

HCPRO LLC

By: Amy Mosser _____


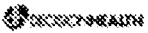
Name: Amy Mosser

Title: President

SCHEDULE 1

Assigned Trademarks

Trademark Registrations

| Mark | Jurisdiction | Registration Number | Registration Date |
|---------------------------------------------------------------------------------------------------------------------|--------------|---------------------|-------------------|
| ACDIS | US | 6161829 | 9/29/2020 |
| ACDIS | US | 6186337 | 10/27/2020 |
| ACDIS POCKET GUIDE | US | 6342534 | 05/04/2021 |
| CERTIFIED CODER BOOT CAMP | US | 2546918 | 03/12/2002 |
| DECISIONHEALTH | US | 4604386 | 09/16/2014 |
| DH and Design  | US | 3248430 | 05/29/2007 |
| DH DECISIONHEALTH and Design  | US | 3235050 | 04/24/2007 |
| HCPRO | US | 2647846 | 11/12/2002 |
| MEDICARE BOOT CAMP | US | 2777741 | 10/28/2003 |
| PART B NEWS | US | 1824372 | 03/01/1994 |