

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM855118

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
YouScript, LLC		11/15/2023	Limited Liability Company: DELAWARE
Invitae Corporation		11/15/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	YouScript Technologies, LLC		
Street Address:	4035 Willowbend Blvd., Suite 400		
Internal Address:	c/o Aranscia LLC, Attn: Joseph Spinelli		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77025		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4269871	YOUSCRIPT	
CORRESPONDENCE DATA			
Fax Number:			
<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:	267-443-4140		
Email:	tkennedy@kleinbard.com		
Correspondent Name:	Kleinbard LLC		
Address Line 1:	1717 Arch Street 5th Floor		
Address Line 2:	Thomas A. Kennedy, Esquire		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
NAME OF SUBMITTER:	Thomas A. Kennedy		
SIGNATURE:	/Thomas A. Kennedy/		
DATE SIGNED:	11/21/2023		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (“Trademark Assignment”), dated as of November 15, 2023, is made by YouScript, LLC, a Delaware limited liability company (the “Company”), Invitae Corporation, a Delaware corporation (the “Parent”), and YouScript Technologies, LLC, a Delaware limited liability company (the “Purchaser”). The Company and Parent are collectively referred to as “Sellers.” Purchaser is the purchaser of certain assets of Sellers pursuant to that certain Asset Purchase Agreement, dated as of the date of this Trademark Assignment, by and among the Sellers and Purchaser (the “Asset Purchase Agreement”).

BACKGROUND

Under the terms of the Asset Purchase Agreement, Sellers have conveyed, transferred, and assigned to Purchaser, among other assets, certain intellectual property of Sellers, and have agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office.

TERMS

NOW THEREFORE, the Parent agrees as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Parent hereby irrevocably conveys, transfers, and assigns to Purchaser all of Parent’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;
 - (b) all rights of any kind whatsoever of Parent accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world; and
 - (c) 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. Parent hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Trademark Assignment upon request by Purchaser. Following the date hereof, at Purchaser’s sole cost and expense, Sellers shall take such steps and actions, and provide such cooperation and assistance to Purchaser 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 Purchaser, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. Parent acknowledges and agrees 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 Sellers and Purchaser 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. Execution 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. Binding Effect; Assignment. Neither this Trademark Assignment nor any of the rights or obligations hereunder may be assigned by any party without the prior written consent of the other parties hereto; *provided* that: (a) Purchaser may assign its rights, but not its obligations, under this Trademark Assignment without the prior written consent of the other parties to any Affiliate (as such term is defined in the Asset Purchase Agreement) of Purchaser; and (B) each of Parent, Company and Purchaser may assign its rights and obligations to any Person (as such term is defined in the Asset Purchase Agreement) that acquires, through merger, purchase or otherwise, all or substantially all of the equity or assets of such party. Subject to the foregoing, this Trademark Assignment will be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

6. Governing Law. 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 regard to any choice or conflicts of law provision or rule (whether of the State of Delaware or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

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

PARENT

INVITAE CORPORATION

DocuSigned by:
Tom Brida
By: _____
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Name: Tom Brida

Title: General Counsel and Secretary

Address for Notices: As set forth in the
Asset Purchase Agreement

[Signature page to Trademark Assignment]

TRADEMARK
REEL: 008265 FRAME: 0054

SCHEDULE 1

Assigned Trademarks

Trademark Registrations

Trademark	Country	Status	App No.	Filing Date	Reg. No.	Reg. Date	Owner
YouScript	US	Registered	85609391	26-Apr-2012	4269871	1-Jan-2023	Invitae Corporation

Trademark Applications

None.