

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM871767

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>RESUBMIT DOCUMENT ID:</b>	900829378		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
AMERICAN SOCIETY OF CLINICAL ONCOLOGY, INC.		12/06/2023	Corporation: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CANCERLINQ LLC		
<b>Street Address:</b>	1120 Massachusetts Avenue		
<b>City:</b>	Cambridge		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02138		
<b>Entity Type:</b>	Limited Liability Company: VIRGINIA		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4960466	CANCERLINQ	
<b>Registration Number:</b>	4960585	CANCERLINQ	
<b>Registration Number:</b>	5376694	CANCERLINQ DISCOVERY	
<b>Serial Number:</b>	88662498	SMARTLINQ	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6023647070		
<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>			
<b>Phone:</b>	6023647000		
<b>Email:</b>	julie.eslick@bclplaw.com		
<b>Correspondent Name:</b>	BRYAN CAVE LEIGHTON PAISNER LLP		
<b>Address Line 1:</b>	TWO N CENTRAL AVENUE, SUITE 2100		
<b>Address Line 2:</b>	JULIE A. ESLICK		
<b>Address Line 4:</b>	PHOENIX, ARIZONA 85004		
<b>ATTORNEY DOCKET NUMBER:</b>	1762024.000005		
<b>NAME OF SUBMITTER:</b>	JULIE A. ESLICK		
<b>SIGNATURE:</b>	/JULIE A. ESLICK/		
<b>DATE SIGNED:</b>	01/27/2024		

**Total Attachments: 8**

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## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM869537

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
AMERICAN SOCIETY OF CLINICAL ONCOLOGY, INC.		12/26/2023	Non-Profit Corporation: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CANCERLINQ LLC		
<b>Street Address:</b>	1120 Massachusetts Avenue		
<b>City:</b>	Cambridge		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02138		
<b>Entity Type:</b>	Limited Liability Company: VIRGINIA		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4960466	CANCERLINQ	
<b>Registration Number:</b>	4960585	CANCERLINQ	
<b>Registration Number:</b>	5376694	CANCERLINQ DISCOVERY	
<b>Serial Number:</b>	88662498	SMARTLINQ	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6023647070		
<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>			
<b>Phone:</b>	6023647000		
<b>Email:</b>	julie.eslick@bclplaw.com		
<b>Correspondent Name:</b>	BRYAN CAVE LEIGHTON PAISNER LLP		
<b>Address Line 1:</b>	TWO N CENTRAL AVENUE, SUITE 2100		
<b>Address Line 2:</b>	JULIE A. ESLICK		
<b>Address Line 4:</b>	PHOENIX, ARIZONA 85004		
<b>ATTORNEY DOCKET NUMBER:</b>	1762024.000005		
<b>NAME OF SUBMITTER:</b>	JULIE A. ESLICK		
<b>SIGNATURE:</b>	/JULIE A. ESLICK/		
<b>DATE SIGNED:</b>	01/19/2024		
<b>Total Attachments: 6</b>			

CH \$115.00 4960466

## TRADEMARK ASSIGNMENT AND ASSET TRANSFER AGREEMENT

This TRADEMARK ASSIGNMENT AND ASSET TRANSFER AGREEMENT (“**Assignment Agreement**”) is between American Society of Clinical Oncology, Inc., a New York not-for-profit corporation (“**Assignor**”) and CancerLinQ LLC, a Virginia limited liability company (“**Assignee**”), (each a “**Party**” and, collectively, the “**Parties**”). This Assignment Agreement shall become effective upon the Closing on the Closing Date, as each is defined in that certain Unit Purchase Agreement dated on or around December 6, 2023 (“**Unit Purchase Agreement**”) by and between American Society of Clinical Oncology, Inc., a New York not-for-profit corporation, CLQ LLC, a New York limited liability company, and ConcertAI LLC, a Delaware limited liability company.

WHEREAS, Assignor is the sole and exclusive owner of the entire right, title and interest in and to the registered and pending trademarks, including the United States trademark registrations and application, set forth in Schedule A hereto, the domain names set forth in Schedule B hereto (the “**Domain Names**”), and the computer and mobile devices currently in the physical possession of the Assignee’s staff as identified in Schedule C hereto (the “**Computer and Mobile Devices**”);

WHEREAS, in connection with the Unit Purchase Agreement, Assignor has agreed to assign to Assignee all of Assignor’s right, title and interest in and to the Assigned Marks (as defined below), the Domain Names, and the Computer and Mobile Devices; and

WHEREAS, effective upon the Closing, Assignor desires to assign to Assignee, and Assignee desires to accept and assume, all of Assignor’s right, title and interest in and to the Assigned Marks (as defined below), the Domain Names, and the Computer and Mobile Devices.

NOW, THEREFORE, for the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Assignment. Effective as of Closing on the Closing Date, Assignor hereby irrevocably transfers and assigns to Assignee, and Assignee hereby accepts and assumes from Assignor, all of Assignor’s right, title and interest in and to (i) the trademarks set forth in Schedule A hereto all, common law rights therein to the extent any exist, and all rights of action accrued and to accrue under and by virtue thereof, including the right to sue and recover for past infringement of the trademarks, (ii) any registration or application for registration set forth in Schedule A hereto, (iii) any and all goodwill associated with any of the foregoing (collectively, the “**Assigned Marks**”) (iv) the Domain Names, and (v) the Computer and Mobile Devices.

2. Cooperation. The Parties shall, and shall cause their employees, affiliates, successors and assigns, to execute all documents, instruments or conveyances and take additional steps reasonably necessary to effect the intent of this Agreement.

3. DISCLAIMER; LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, THE ASSIGNED MARKS, DOMAIN NAMES, AND COMPUTER AND MOBILE DEVICES ARE ASSIGNED AND ASSUMED ON AN “AS IS” BASIS WITH NO REPRESENTATIONS OR WARRANTIES, AND ASSIGNOR HEREBY EXCLUDES AND DISCLAIMS ANY EXPRESS OR IMPLIED

REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH RESPECT TO THE ASSIGNED MARKS, INCLUDING THOSE REGARDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT AND ANY WARRANTIES IMPLIED BY ANY COURSE OF DEALING OR TRADE USAGE. ASSIGNOR SHALL NOT BE LIABLE UNDER ANY LEGAL OR EQUITABLE THEORY FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES OF ANY KIND IN CONNECTION WITH THIS AGREEMENT EVEN IF ASSIGNEE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

4. General Provisions. This Assignment may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Assignment by electronic method of transmission shall have the same force and effect as the delivery of an original executed counterpart of this Assignment. Any Party delivering an executed counterpart of this Assignment by electronic method of transmission shall also deliver an original executed counterpart, but the failure to do so shall not affect the validity, enforceability or binding effect of this Assignment. This Agreement (along with its Schedule) constitutes the entire understanding and agreement of the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between and among the Parties with respect thereto. This Agreement may not be supplemented, altered, or modified in any manner except by a writing signed by the Parties. The failure of a Party to enforce any terms or provisions of this Agreement shall not result in the waiver by such Party of any of its rights under such terms or provisions. If any provision of this Agreement is determined to be invalid or unenforceable, then the remainder of the Agreement shall remain valid and enforceable as if the Agreement did not contain the invalid or unenforceable provision.

5. Governing Law. This Agreement shall be subject to and governed by the laws of the State of New York without regard to the conflict of law rules of such state.

IN WITNESS WHEREOF, the undersigned have executed, or have caused to be executed, this Agreement as of the date set forth below.

**American Society of Clinical Society, Inc.**

Dated: 12/6/2023

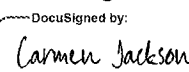
By: 

Name: **Clifford Hudis, MD**

Title: **Chief Executive Officer, American Soc**

**CancerLinQ LLC**

Dated: 12/6/2023

By: 

Name: **Carmen Jackson**

Title: **CEO**

**Schedule A - Trademarks**

<b><u>Country</u></b>	<b><u>Mark</u></b>	<b><u>Status</u></b>	<b><u>Serial No.</u></b>	<b><u>Registration No.</u></b>
U.S.	CANCERLINQ	Registered	85/524713; 85/978639	4960466; 4960585
U.S.	CANCERLINQ DISCOVERY	Registered	87/290547	5376694
U.S.	SMARTLINQ	Pending	88/662,498	

**Unregistered Marks:<sup>1</sup>**

TrialLinQ

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<sup>1</sup> The Parties agree and acknowledge that Assignor is assigning any common law rights that exist in the Unregistered Marks to Assignee, to the extent any exist. Assignor is making no statement regarding whether any such rights exist or the potential scope of such rights.

**Schedule B – Domain Names**

Cancerlinq.com

Cancerlinq.org

Cancerlinq.net

Cancerlinq.us

Cancerlinq.info

Cancerlinq.biz

Cancerlq.org

Cancerlq.com

Cancerlq.net

Cancerlq.info

Cancerlq.biz

Cancerlq.us

Clinq.info

Clinq.biz

Clq.org

**Schedule C – Computers and Mobile Devices****Computers:**

Manufacturer	Model
Apple	MacBook Pro (16-inch, 2021)
Apple	MacBook Pro (16-inch, 2021)
Apple	MacBook Pro (15-inch, 2018)
Apple	MacBook Pro (16-inch, 2021)
Apple	MacBook Pro (13-inch, 2018)
Apple	MacBook Pro (14-inch, 2021)
Apple	MacBook Pro (16-inch, 2019)
Apple	MacBook Pro (16-inch, 2021)
Apple	MacBook Pro (13-inch, 2020, Four Thunderbolt 3 ports)
Apple	MacBook Pro (15-inch, 2018)
Apple	MacBook Pro (16-inch, 2019)
Apple	MacBook Pro (16-inch, 2021)
Apple	MacBook Pro (13-inch, 2020, Four Thunderbolt 3 ports)
Apple	MacBook Pro (13-inch, M2, 2022)
Apple	MacBook Pro (13-inch, M2, 2022)
Apple	MacBook Pro (16-inch, 2019)
Apple	MacBook Pro (15-inch, 2018)
Apple	MacBook Pro (16-inch, 2019)
Apple	MacBook Pro (16-inch, M2 Pro, 2023)
Apple	MacBook Pro (13-inch, M1, 2020)
Apple	MacBook Pro (14-inch, 2021)
Apple	MacBook Pro (14-inch, 2021)
Apple	MacBook Pro (16-inch, 2019)
Apple	MacBook Pro (16-inch, 2021)
Apple	MacBook Pro (14-inch, M2 Pro, 2023)
Apple	MacBook Pro (16-inch, 2021)
Apple	MacBook Pro (13-inch, 2020, Four Thunderbolt 3 ports)
Apple	MacBook Pro (16-inch, 2019)
Apple	MacBook Pro (16-inch, 2019)
LENOVO	L14 Gen 220X100G6US
LENOVO	P14s Gen 4 21HF001MUS
LENOVO	T14s Gen 2 (Type 20WM, 20WN) 20WM007XUS
LENOVO	ThinkBook 14 G2 ITL 20VD



LENOVO	T14s (Type 20T0, 20T1) 20T0002PUS
LENOVO	ThinkBook 14 G2 ITL 20VD
LENOVO	T14 Gen 2 (Type 20W0, 20W1) 20W000T2US
LENOVO	P14s Gen 3 (Type 21AK, 21AL) 21AK002CUS
LENOVO	P14s Gen 3 (Type 21AK, 21AL) 21AK002CUS
LENOVO	P14s Gen 2 (Type 20VX, 20VY) 20VX00FNUS
LENOVO	T490s (Type 20NX, 20NY)20NX002HUS
LENOVO	T490s (Type 20NX, 20NY) 20NX002KUS
LENOVO	P14s Gen 4 (Type 21HF, 21HG) 21HF001KUS
LENOVO	T14s (Type 20T0, 20T1) 20T0002PUS
LENOVO	P14s Gen 2 (Type 20VX, 20VY) 20VX007HUS
LENOVO	T15 Gen 2 (Type 20W4, 20W5) 20W400RYUS
LENOVO	T14s (Type 20T0, 20T1) 20T0002PUS
LENOVO	P15s Gen 2 (Type 20W6, 20W7) 20W600EPUS
LENOVO	T14s Gen 2 (Type 20WM, 20WN) 20WM007XUS
LENOVO	T480s (type 20L7, 20L8) 20L70021US
LENOVO	P14s Gen 3 (Type 21AK, 21AL) 21AK002CUS
LENOVO	P15s Gen 2 (Type 20W6, 20W7) 20W600EPUS
LENOVO	T460s (Type 20F9) 20F90076US
LENOVO	ThinkBook 14 G2 ITL 20VD
LENOVO	P14s Gen 2 (Type 20VX, 20VY) 20VX007HUS

**Mobile Devices:**

<b>Manufacturer</b>	<b>Model</b>
Apple	iPhone 13
Verizon	Jetpack® 4G LTE Mobile Hotspot MiFi6620L
Apple	iPhone X
Apple	iPhone 8 Plus