

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI12041

| | | | |
|---|--|-----------------------|-------------------------------------|
| SUBMISSION TYPE: | RESUBMISSION | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| RESUBMIT DOCUMENT ID: | 900826798 | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Invitae Corporation | | 12/13/2023 | Corporation: DELAWARE |
| Ciitizen, LLC | | 12/13/2023 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Company Name: | Citizen Health, Inc. | | |
| Street Address: | 106 Justin Dr. | | |
| City: | San Francisco | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 94112 | | |
| Entity Type: | Corporation: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 6631213 | CIITIZEN | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2123553333 | | |
| <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: | 2128138800 | | |
| Email: | TMADMIN@GOODWINLAW.COM,jnici@goodwinprocter.com | | |
| Correspondent Name: | Janis Nici | | |
| Address Line 1: | 620 Eighth Avenue | | |
| Address Line 4: | New York, NEW YORK 10018 | | |
| ATTORNEY DOCKET NUMBER: | 154104.381742 | | |
| NAME OF SUBMITTER: | Janis Nici-Davenport | | |
| SIGNATURE: | Janis Nici-Davenport | | |
| DATE SIGNED: | 02/07/2024 | | |
| Total Attachments: 7 | | | |
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| source=cover sheet ETAS ID TM866841 900826798#page2.tif | | | |

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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

| | | | |
|---|--|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Invitae Corporation | | 12/13/2023 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Citizen Health, Inc. | | |
| Street Address: | 106 Justin Dr. | | |
| City: | San Francisco | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 94112 | | |
| Entity Type: | Corporation: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 6631213 | CIITIZEN | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2123553333 | | |
| Phone: | 2128138800 | | |
| Email: | TMADMIN@GOODWINLAW.COM | | |
| <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> | | | |
| Correspondent Name: | GOODWIN PROCTER LLP/Janis Nici | | |
| Address Line 1: | 620 Eighth Avenue | | |
| Address Line 4: | New York, NEW YORK 10018 | | |
| NAME OF SUBMITTER: | Janis Nici | | |
| Signature: | /janis nici/ | | |
| Date: | 01/09/2024 | | |
| Total Attachments: 5 | | | |
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| source=TM Assignment Agreement#page3.tif | | | |

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RECEIPT INFORMATION

ETAS ID: TM866841
Receipt Date: 01/09/2024
Fee Amount: \$40

SCHEDULE C

TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is made effective this 13th day of December, 2023, by and between Invitae Corporation, a Delaware corporation and Citizen, LLC, a Delaware limited liability company, (each an "Assignor" and collectively, "Assignors") and Citizen Health, Inc., a Delaware corporation ("Assignee").

WHEREAS, Assignors hold all right, title and interest in and to the registered trademarks, service marks and trade names set forth in Exhibit A, and registrations and applications for registration of any of the foregoing (collectively, "Marks");

WHEREAS, Each Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of the date hereof (the "Purchase Agreement") and that certain Intellectual Property Assignment Agreement dated as of the date hereof ("IP Assignment"), pursuant to which Assignors transferred, sold and conveyed to Assignee certain intellectual property assets of Assignors, including the Marks and the goodwill of the business symbolized thereby;

WHEREAS, Each Assignor now wishes to assign the Marks to Assignee, and Assignee is desirous of acquiring the Marks from each Assignor, together with the goodwill of the business symbolized thereby; and

NOW, THEREFORE, in consideration of the premises set forth above and in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

Each Assignor does hereby sell, assign, convey and transfer unto Assignee and its successors, assigns and legal representatives, such Assignor's entire right, title and interest in and throughout the world in and to the Marks (including any common law rights that may exist and are associated therewith), together with the goodwill of the business symbolized thereby and appurtenant thereto, the same to be held and enjoyed by Assignee, its successors, permitted assigns or legal representatives, together with income, royalties, damages or payments due on or after the date hereof, including all claims for damages or payments by reason of infringement or unauthorized use of the Marks on or after the date hereof (but excluding the right to sue for past infringements occurring prior to the date hereof) and collect same for Assignee's sole use and enjoyment.

Each Assignor does hereby authorize the Director of the United States Patent & Trademark Office, and the empowered official of any U.S. State, or any country or countries foreign to the United States whose duty it is to record trademark registrations, applications and title thereto, to record the Marks and title thereto as the property of Assignee, its successors, assigns or legal representatives in accordance with the terms of this instrument.

Assignee and each of the Assignors also agree that multiple copies of this Assignment may be executed, each of which shall be deemed an original, and each of which shall be valid and binding upon Assignee and Assignor.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each of the Assignors and Assignee have caused this Assignment to be executed as a sealed instrument by their duly authorized representatives as of the date first written above.

ASSIGNOR:

INVITAE CORPORATION

DocuSigned by:
Tom Brida
By: 30A43334CA434C4...
Name: Tom Brida
Title: General Counsel and Secretary

IN WITNESS WHEREOF, each of the Assignors and Assignee have caused this Assignment to be executed as a sealed instrument by their duly authorized representatives as of the date first written above.

ASSIGNOR:

CITIZEN, LLC

DocuSigned by:
Tom Buda
By: _____
Name: Tom Buda
Title: General Counsel and Secretary

IN WITNESS WHEREOF, each of the Assignors and Assignee have caused this Assignment to be executed as a sealed instrument by their duly authorized representatives as of the date first written above.

ASSIGNEE:

CITIZEN HEALTH, INC.

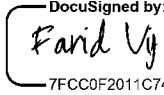
By:  7FCC0F2011C74C1...
Name: Farid Vij
Its: President

EXHIBIT A

Trademarks

| Trademark | Country | Registration Number | Registration Date | Serial Number | Registration Date | Class | Trademark | Status |
|-----------|--|---------------------|-------------------|---------------|-------------------|--------------|----------------------|------------|
| CIITIZEN® | Australia | 2105439 | 02-Mar-2021 | 2105439 | | Word | Invitae Corporation | Registered |
| CIITIZEN® | Canada | TMA1136073 | 01-Aug-2022 | 1926777 | | Word | Invitae Corporation | Registered |
| CIITIZEN® | European Union | 18276279 | 01-Jan-2021 | 18276279 | | Word | Invitae Corporation | Registered |
| CIITIZEN® | United Kingdom | UK00003663809 | 12-Nov-2021 | UK00003663809 | | Word | Invitae Corporation | Registered |
| CIITIZEN® | United States of America | 6631213 | 01-Feb-2022 | 90062150 | | Service Mark | Invitae Corporation | Registered |
| CIITIZEN™ | Canada | | 21-Jul-2020 | 2041029 | | Word | Invitae Corporation | Pending |
| ii | United States of America | | 20-Jul-2020 | 90062225 | | Service Mark | Ciitizen Corporation | Abandoned |
| CIITIZEN | Australia | | 23-Apr-2018 | 1438632 | | Word | Ciitizen Corporation | Cancelled |
| CIITIZEN | European Union | | 23-Apr-2018 | 1438632 | 21-May-2019 | Word | Ciitizen Corporation | Cancelled |
| CIITIZEN | India | | 23-Apr-2018 | 1438632 | | Word | Ciitizen Corporation | Cancelled |
| CIITIZEN | International Registration - Madrid Agreement/Protocol | | 23-Apr-2018 | 1438632 | 23-October-2018 | Word | Ciitizen Corporation | Cancelled |
| CIITIZEN | United Kingdom | | 23-Apr-2018 | 1438632 | | Trademark | Ciitizen Corporation | Cancelled |
| CIITIZEN | United States of America | | 23-Apr-2018 | 87889428 | | Trademark | Ciitizen Corporation | Abandoned |

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4861-0214-2359.v2

TRADEMARK