

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM455227

<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>
Biomedical Systems Corporation		07/31/2017	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CardioNet, LLC		
<b>Street Address:</b>	227 Washington Street		
<b>Internal Address:</b>	Suite 210		
<b>City:</b>	Conshohocken		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	19428		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4006798	TRUVUE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>Email:</b>	stokesb@gtlaw.com		
<b>Correspondent Name:</b>	Bethany Stokes		
<b>Address Line 1:</b>	Greenberg Traurig, LLP		
<b>Address Line 2:</b>	One International Place, Suite 2000		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02100		
<b>ATTORNEY DOCKET NUMBER:</b>	131808.012100		
<b>NAME OF SUBMITTER:</b>	Bethany Stokes		
<b>SIGNATURE:</b>	/Bethany Stokes/		
<b>DATE SIGNED:</b>	12/19/2017		
<b>Total Attachments: 6</b>			
source=20171218174202280#page1.tif			
source=20171218174202280#page2.tif			
source=20171218174202280#page3.tif			

CH \$40.00 4006798

source=20171218174202280#page4.tif

source=20171218174202280#page5.tif

source=20171218174202280#page6.tif

## GENERAL INTELLECTUAL PROPERTY ASSIGNMENT

This General Intellectual Property Assignment, dated as of July 31, 2017 (this "Assignment"), is made by and among Biomedical Systems Corporation, a Delaware corporation ("Assignor") having an address at 77 Progress Parkway, Maryland Heights, MO 63043, to and in favor of CardioNet, LLC, a Delaware limited liability company ("Assignee") having an address at 227 Washington Street, Suite 210, Conshohocken, PA 19428. Capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Asset Purchase Agreement, dated as of March 19, 2014 (the "Asset Purchase Agreement"), by and between Biomedical Systems Corporation and CardioNet, LLC.

**WHEREAS**, the parties are entering into that certain First Amendment to Asset Purchase Agreement ("Amendment") and that certain TruVue License Agreement as of the date hereof ("License");

**WHEREAS**, Assignor wishes to sell and assign to Assignee, and Assignee wishes to evidence the purchase and assignment from Assignor, of intellectual property related to the TruVue product line as set forth below; and

**WHEREAS**, as consideration for the Amendment, the Amendment contemplates the parties hereto entering into this Assignment and the License.

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Assignor hereby irrevocably conveys sells, assigns, transfers and sets over to Assignee and Assignee hereby accepts, all of Assignor's right title and interest in and to all of the intellectual property and know-how necessary for manufacturing, selling, offering for sale, importing, using, or making modifications to the TruVue product line that was or is developed by Assignor and owned or controlled by Assignor ("Assigned Intellectual Property"), including specifically, but without limitation, the intellectual property set forth on Exhibit A, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with any income, royalties or payments due or payable as of the date hereof or thereafter which come into the possession of Assignor, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Assigned Intellectual Property, with the right to sue for and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

2. For the avoidance of doubt, the Assigned Intellectual Property shall also include all non-patent intellectual property for manufacturing, selling, offering for sale, importing, using, or making modifications to the TruVue product line that was or is developed by Assignor and owned or controlled by Assignor, including, without limitation, (1) manuals, documentation,

technical information, rights in software (such as source, object, and executable code), reports, and other items of similar character, which is listed and more fully described on the attached Schedule A (the "Software"); (2) the trademark registrations and applications listed on the attached Schedule A, together with the goodwill connected with the use of and symbolized thereby and all issuances, extensions and renewals thereof (the "Trademarks"), including those contained in, or relating to the Software; (3) the copyright registrations, applications for registration and exclusive copyright licenses and all issuances, extensions and renewals thereof (the "Copyrights") contained in, or relating to the Software; (4) the know-how, trade secrets, confidential information and other intellectual property elements contained in, or relating to the Software.

3. Assignor hereby grants to Assignee, and Assignee hereby accepts, an irrevocable, perpetual, worldwide, royalty-free, non-exclusive license to intellectual property and know-how that is useful for manufacturing, selling, offering for sale, importing, using, or making modifications to the TruVue product line that was or is developed by Assignor and owned or controlled by Assignor, for the sole purpose of manufacturing, selling, offering for sale, importing, using, or making modifications to the TruVue product line. Neither party may assign or transfer this license in whole or in part, whether by operation of law or otherwise, without the prior written consent of the other party, which will not be unreasonably withheld. Notwithstanding the foregoing, either party may assign or transfer this license upon notice to the other party in connection with a (a) sale or transfer of fifty percent (50%) or more of its voting control, (b) sale or transfer of substantially all of its assets, or (c) merger or consolidation with or into another entity

4. Assignor hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Assignment.

5. Assignor shall take further reasonable actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, reasonable cooperation and assistance (including, without limitation, the execution and delivery, where feasible and/or available, of affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation), requested by Assignee and at Assignee's sole expense, to more fully and effectively effectuate the purposes of this Assignment and evidence and perfect Assignee's exclusive ownership of the Assigned Intellectual Property.

6. Assignor hereby requests the Commissioner of Patents and Trademarks and the Register of Copyrights to record, as applicable, Assignee as the Assignee and owner of the Assigned Intellectual Property.

7. This Assignment is being executed by Assignor and Assignee and shall be binding upon each of Assignor and Assignee, their respective successors and assigns, for the respective uses and purposes herein set forth and referred to. This Assignment shall be deemed to be in full force and effect from and after the execution of this Assignment by both parties hereto, but in no event earlier than the date first set forth above. This Assignment may not be modified or amended except by an instrument or instruments in writing signed by Assignor and Assignee.

8. This Assignment shall be governed by and interpreted and enforced in accordance with the laws of the State of Delaware, without giving effect to any choice of law or conflict of laws rules or provisions (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware.

9. This Assignment may be executed in any number of counterparts, and any party hereto may execute any such counterpart, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. This Assignment shall become effective when each party hereto shall have received a counterpart hereof signed by the other party hereto. The parties agree that the delivery of this Assignment may be effected by means of an exchange of facsimile or electronically transferred signatures.

*[Signature Page Follows]*

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed by its duly authorized representative as of the date set forth above.

ASSIGNOR:

BIOMEDICAL SYSTEMS CORPORATION

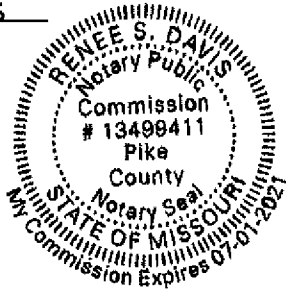
By: [Signature]  
Name: TIMOTHY R. BARRETT  
Title: PRES.  
Date: 28-JULY-2017

STATE OF MISSOURI )  
 )  
COUNTY OF ST. LOUIS )

SS:

The foregoing Assignment was acknowledged before me this 28 day of JULY, 2017 by BARRETT, the PRESIDENT of Biomedical Systems Corporation, a Delaware corporation. He is personally known to me or has produced DRIVERS LICENSE as identification.

Notary: [Signature]  
Print Name: RENEE S. DAVIS



[NOTARIAL SEAL]  
Notary Public, State of MISSOURI  
My commission expires:  
01-JUL-2021

[Signature Page to IP Assignment]

AGREED AND ACCEPTED BY:

ASSIGNEE:

CARDIONET, LLC

By: Joseph Happer  
Name: JOSEPH H HAPPER  
Title: CEO  
Date: 7-31-2017

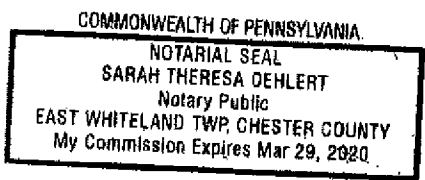
STATE OF Pennsylvania )  
COUNTY OF Chester )

SS:

The foregoing Assignment was acknowledged before me this 31 day of July, 2017 by Joseph H. Happer, the CEO of CardioNet, LLC, a Delaware limited liability company. He is personally known to me or has produced License as identification.

Notary: Sarah Theresa Dehlert  
Print Name: Sarah Theresa Dehlert

[NOTARIAL SEAL]  
Notary Public, State of Pennsylvania  
My commission expires: 3/29/2020



**EXHIBIT A**

All Intellectual Property in the following:

1. TruVue GlobalCardio
2. TruVue DCS
3. TruVue EAPS
4. TruVue Configuration Utility
5. TruVue Device Interface Hardware
6. TruVue Device Portal
7. TruVue Reports
8. TruVue Holter Transfer Utility
9. TruVue Archive Utility
10. U.S. Patent Nos. 8,301,236 and 9,179,851
11. TRUVUE mark and U.S. Trademark Registration No. 4,006,798