

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM514520

<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>
HealthLoop, Inc.		11/06/2018	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	GetWellNetwork, Inc.		
<b>Street Address:</b>	7700 Old Georgetown Rd., 4th Floor		
<b>City:</b>	Bethesda		
<b>State/Country:</b>	MARYLAND		
<b>Postal Code:</b>	20814		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4283693	MEDICAL MICRO-VISIT	
<b>Serial Number:</b>	85774440	ARC OF RECOVERY	
<b>Registration Number:</b>	4018735	HEALTHLOOP	
<b>Registration Number:</b>	4018779	HEALTHLOOP FOLLOW UP IS THE BEST MEDICIN	
<b>Registration Number:</b>	4018765	FOLLOW UP IS THE BEST MEDICINE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2156562498		
<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>	215-656-3381		
<b>Email:</b>	pto.phil@dlapiper.com		
<b>Correspondent Name:</b>	IP GROUP OF DLA PIPER LLP (US)		
<b>Address Line 1:</b>	ONE LIBERTY PLACE		
<b>Address Line 2:</b>	1650 MARKET ST. SUITE 5000		
<b>Address Line 4:</b>	PHILADELPHIA, PENNSYLVANIA 19103		
<b>ATTORNEY DOCKET NUMBER:</b>	398266-001006		
<b>NAME OF SUBMITTER:</b>	William L. Bartow		
<b>SIGNATURE:</b>	/WLB/		
<b>DATE SIGNED:</b>	03/15/2019		

CH \$140.00 4283693

**Total Attachments: 7**

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**INTELLECTUAL PROPERTY ASSIGNMENT**

This Intellectual Property Assignment (this “**Agreement**”) is made and entered into as of November 6, 2018 by GetWellNetwork, Inc. (the “**Purchaser**”) and HealthLoop, Inc. (the “**Company**”).

**WHEREAS**, the Purchaser and the Company are parties to an Asset Purchase Agreement, dated as of the date hereof (the “**Asset Purchase Agreement**”), pursuant to which the Purchaser agreed to acquire from the Company, and the Company agreed to sell and assign to the Purchaser, substantially all of the assets and business operations of the Company;

**WHEREAS**, this Agreement is being delivered pursuant to the terms of the Asset Purchase Agreement;

**WHEREAS**, Company is the owner of the entire right, title, interest, benefits, privileges and goodwill in and to all of the Company’s Intellectual Property Rights, including trademarks, copyrights, domain names trade names, service marks, service names, patents and all registrations and pending applications therefor, including without limitation those set forth on Exhibit A hereto (collectively, the “**Intellectual Property**”);

**WHEREAS**, pursuant to the Asset Purchase Agreement, the Company wishes to assign to the Purchaser the Company’s entire right, title, interest, benefits, privileges and goodwill in and to the Intellectual Property; and

**WHEREAS**, the Purchaser is desirous of acquiring the Company’s entire right, title, interest, benefits, privileges and goodwill in and to the Intellectual Property.

**NOW, THEREFORE**, for and in consideration of the promises and the mutual covenants contained herein, and in the Asset Purchase Agreement, and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. Capitalized Terms. Capitalized terms used but not defined herein shall have the meanings set forth in the Asset Purchase Agreement.

2. Assignment of Intellectual Property.

(a) Subject to the terms and conditions of the Asset Purchase Agreement, the Company hereby unconditionally and irrevocably sells, assigns, transfers, conveys and delivers (collectively, the “**Assignment**”) to the Purchaser all of the Company’s right, title, interest, benefits, privileges and goodwill, legal or equitable, in and to the Intellectual Property, and all other corresponding rights that are or may be hereafter secured under the Laws of any country, now or hereafter in effect, for Purchaser’s own use and enjoyment, and for the use and enjoyment of Purchaser’s successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Company if this Agreement had not been made, together with all payments due or payable as of the Closing Date or thereafter, including without limitation, goodwill associated with any of the Intellectual Property and all Actions for damages by reason of past, present or future infringement or other unauthorized use of the

Intellectual Property, with the right to sue for, and collect the same for the Purchaser's own use and enjoyment and for the use and enjoyment of the Purchaser's successors, assigns or other legal representatives, and the Purchaser hereby accepts the Assignment.

(b) The Company hereby conveys to the Purchaser the right to enforce or exploit the Intellectual Property, the right to renew any registrations of the Intellectual Property and the right to make applications, in Purchaser's own name or otherwise, for protection of any of the Intellectual Property within or outside of the United States, and, where expedient, to claim under any international convention or other international arrangement for any such application the date of the said United States application (or other application if any there be) in priority to other applications.

(c) The Company hereby covenants and agrees that it will not execute any writing or do any act whatsoever conflicting with this Agreement, and that it will at any time upon request, without further or additional consideration, promptly execute such additional assignments and other writings, including without limitation, copyright applications, patent applications, trademark applications, declarations, oaths and powers of attorney, and promptly do such additional acts as the Purchaser may deem necessary or desirable to perfect the Purchaser's enjoyment of the assignments, grants and ownership of the Intellectual Property. The Company agrees that if the Purchaser is unable, after reasonable effort, to secure the signature of the Company on any such additional applications or other writings, any executive officer of the Purchaser shall be entitled to execute any such additional applications or other writings as the agent and the attorney-in-fact of the Company, and the Company hereby irrevocably designates and appoints each executive officer of the Purchaser as the Company's agent and attorney-in-fact to execute any such additional assignments or other writings on the Company's behalf and to take any and all actions as the Purchaser may deem necessary or desirable in order to protect the Purchaser's rights and interests in any of the Intellectual Property. The Company further agrees, without further or additional consideration, to promptly render all necessary assistance to the Purchaser in connection with any enforcing of any rights or choses in action accruing related to any of the Intellectual Property, by giving testimony in any proceedings or transactions involving any of the Intellectual Property, and by executing preliminary statements and other affidavits.

(d) Notwithstanding anything to the contrary in this Agreement, this Agreement shall not constitute a sale, conveyance, assignment, transfer or delivery or an attempted sale, conveyance, assignment, transfer or delivery of the Excluded Assets or, prior to any applicable consent being obtained, the Restricted Assets.

3. Terms of the Asset Purchase Agreement. Nothing contained in this Agreement will be deemed to alter, diminish or expand in any manner whatsoever any of the provisions of, or any of the rights and obligations of the parties under the Asset Purchase Agreement, and this Agreement is subject to all of the terms, conditions and limitations set forth in the Asset Purchase Agreement. Nothing in this Agreement is intended to create any broader obligations of the parties than those contemplated in the Asset Purchase Agreement or shall be deemed to release HealthLoop, Inc. or the Purchaser in any way from any of their respective obligations under the Asset Purchase Agreement other than those performed by this Agreement. In the event of any conflict between the Asset Purchase Agreement and this Agreement, the Asset Purchase Agreement will control.

4. Miscellaneous.

(a) Headings. The section headings used herein are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

(b) Governing Law. This Agreement will be governed by, and construed in accordance with, the laws of the State of Delaware without regard to the conflict of laws rules of such state.

(c) Assignability. Neither the rights nor the obligations of any party to this Agreement may be transferred or assigned without the prior written consent of the other party hereto, provided that (i) the Purchaser may assign any of its rights under this Agreement to any Affiliate; and (ii) the Purchaser and its Affiliates may assign their rights under this Agreement to any of their financing sources as collateral security.

(d) Binding Effect; Third Party Beneficiaries. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and, if applicable, permitted assigns. Each party intends that this Agreement shall not benefit or create any right or cause of action in any Person other than the parties hereto.

(e) Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same agreement, and the execution of a counterpart of the signature page to this Agreement shall be deemed the execution of a counterpart of this Agreement. The delivery of this Agreement may be made by facsimile or portable document format (pdf), and such signatures shall be treated as original signatures for all applicable purposes.

(f) Amendments. This Agreement may be amended, modified or waived only by a written agreement signed by the Company and the Purchaser. With regard to any power, remedy or right provided in this Agreement or otherwise available to any party, (i) no waiver or extension of time shall be effective unless expressly contained in a writing signed by the waiving party, (ii) no alteration, modification or impairment shall be implied by reason of any previous waiver, extension of time, delay or omission in exercise or other indulgence, and (iii) waiver by any party of the time for performance of any act or condition hereunder does not constitute a waiver of the act or condition itself.

[Signatures on following page(s)]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered on the day and year first above written.

**PURCHASER:**

**GETWELLNETWORK, INC.**

By: 

Name: Michael O'Neil

Title: Chief Executive Officer

[Signature Page to IP Assignment]

**TRADEMARK**  
**REEL: 006606 FRAME: 0825**

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be duly executed and delivered on the day and year first above written.

**PURCHASER:**

**GETWELLNETWORK, INC.**


By: \_\_\_\_\_

Name: Michael O'Neil

Title: Chief Executive Officer

**COMPANY:**

**HEALTHLOOP, INC.**

By:  \_\_\_\_\_

Name: Todd Johnson

Title: Chief Executive Officer

**Exhibit A**  
**Intellectual Property**

Patents and Patent Applications

Case No.	Country	Application Number	Filing Date	Title	Inventor(s)	Status	Next Action Due	Due Date
60276-0011	US	61/535,647	9/16/2011	Healthcare Follow-Up System	Jordan Shlain, Mayank Thanawala, Benjamin Rosner, Cheryl Toth, Steve Cohen, Ted Meisel	Converted	N/A	N/A
60276-0013	US	13/617,774	9/14/2012	Healthcare Pre-Visit And Follow-Up System	Jordan Shlain, Mayank Thanawala, Benjamin Rosner, Cheryl Toth, Steve Cohen, Ted Meisel	Abandoned	N/A	N/A
60276-0014	WO	PCT/US12/55577	9/14/2012	Healthcare Pre-Visit And Follow-Up System	Jordan Shlain, Mayank Thanawala, Benjamin Rosner, Cheryl Toth, Ted Meisel, Steve Cohen	Expired (no national filings)	N/A	N/A
60276-0016	US	13/760,022	2/5/2013	Alert Processing In A Healthcare Pre-Visit And Follow-Up System	Mayank Thanawala, Benjamin Rosner	Abandoned	N/A	N/A
60276-0022	US	15/492,152	4/20/2017	Alert Processing In A Healthcare Pre-Visit And Follow-Up System	Mayank Thanawala, Benjamin Rosner	Filed, pending, examining action received	Reply to non-final action	11/12/2018



Trademarks and Trademark Applications

Hickman Ref.	Country	Application No.	Filing Date	Registration No.	Registration Date	Class(es)	Mark	Status	Action Due	Due Date
60276-0012	US	85/432,657	9/27/2011	4,283,693	1/29/2013	038, 039, 044	MEDICAL MICRO-VISIT	Registered	Section 8 & 15 Affidavit Due	1/29/2019
60276-0015	US	85/774,440	11/8/2012				ARC OF RECOVERY	Abandoned		
60276-0019	US	85/214,625	1/11/2011	4,018,735	8/30/2011	042	HEALTHLOOP	Registered	Section 8 & 9 Affidavit Due	8/30/2021
60276-0020	US	85/218,880	1/17/2011	4,018,779	8/30/2011	042	HEALTHLOOP FOLLOW UP IS THE BEST MEDICINE	Canceled	N/A	N/A
60276-0021	US	85/217,987	1/14/2011	4,018,765	8/30/2011	042	FOLLOW UP IS THE BEST MEDICINE	Canceled	N/A	N/A
	US	Common Law					YOU ARE THE OUTCOME	In use		
	US	Common Law					PopYoulation Health	In use		

Domain Names

1. [Cardiacbundledpayment.com](http://Cardiacbundledpayment.com)
2. [Cardiacbundlepayment.com](http://Cardiacbundlepayment.com)
3. [Healthloop-QA.com](http://Healthloop-QA.com)
4. [Healthoop.com](http://Healthoop.com)
5. Hloop.co
6. Hloop.Pro