

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM533829

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Narus Health, Inc.		07/22/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Lucent Health Care Management, LLC		
Street Address:	424 Church Street		
Internal Address:	Suite 2300		
City:	Nashville		
State/Country:	TENNESSEE		
Postal Code:	37219		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5478292	NARUS HEALTH	
Registration Number:	5478291	NARUS HEALTH YOUR LIFE. YOUR WAY.	
CORRESPONDENCE DATA			
Fax Number:	2027995000		
<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:	2027994000		
Email:	gegory.esau@dlapiper.com		
Correspondent Name:	Gregory Esau		
Address Line 1:	500 Eighth Street, NW		
Address Line 4:	Washington, D.C. 20004		
NAME OF SUBMITTER:	Gregory Esau		
SIGNATURE:	/Gregory Esau/		
DATE SIGNED:	07/26/2019		
Total Attachments: 5			
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CH \$65.00 5478292

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “**IP Assignment**”), dated as of July 22, 2019, is made by Narus Health, Inc., a Delaware corporation (the “**Seller**”), located at 424 Church Street Suite 2300 Nashville, Tennessee 37219, in favor of Lucent Health Care Management, LLC, a Delaware limited liability company (the “**Purchaser**”), located at 424 Church Street Suite 2300 Nashville, Tennessee 37219, the purchaser of certain assets of the Seller pursuant to that certain Asset Purchase Agreement (the “**Purchase Agreement**”) by and among the Purchaser, the Seller and Michael Burcham, as Stockholders’ Representative (for the limited purposes set forth therein), dated as of the date hereof.

WHEREAS, under the terms of the Purchase Agreement, the Seller has conveyed, transferred, and assigned to the Purchaser, among other assets, certain intellectual property of the Seller, and has agreed to execute and deliver this IP Assignment for, among other purposes, recording with the United States Patent and Trademark Office and/or the United States Copyright Office and/or the corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Seller hereby irrevocably conveys, transfers, and assigns to the Purchaser, and the Purchaser hereby accepts, all of the Seller’s right, title, and interest in and to the following, in each case, as set forth on Schedule 1 attached hereto (the “**Acquired Intellectual Property**”):

(a) all inventions and discoveries (whether patentable or unpatentable and whether or not reduced to practice), all improvements thereto, and all patents, patent applications and patent disclosures, together with all re-issuances, continuations, continuations-in-part, divisionals, revisions, extensions and reexaminations thereof;

(b) all trademarks and service marks, other designations of origin and trade dress, including all goodwill associated therewith, and all applications, registrations and renewals in connection therewith;

(c) all copyrightable works, all copyrights and all applications, registrations and renewals in connection therewith;

(d) all know-how, trade secrets, technical information and confidential business information (whether patentable or unpatentable and whether or not reduced to practice), including, ideas, research and development, formulas, compositions, manufacturing and production processes, techniques and methods, technical data, designs, drawings, blueprints, patterns, specifications, assembly procedures, test procedures, instruction manuals, operation manuals, maintenance manuals, reliability data, quality control data, customer and supplier lists, parts lists, domain names, pricing and cost information and business and marketing plans and proposals;

(e) all computer software programs and operating systems and application programs (including data and related documentation); and

(f) all other proprietary rights, in each case used exclusively or held for use exclusively in the business as currently conducted by the Seller.

2. Recordation and Further Actions. The Seller hereby authorizes the Commissioner for Patents and/or the Commissioner for Trademarks in the United States Patent and Trademark Office and/or the Register of Copyrights in the United States Copyright Office and/or the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by the Purchaser. Following the date hereof, upon the Purchaser's request, the Seller shall take such steps and actions, and provide such cooperation and assistance to the 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 necessary to effect, evidence, or perfect the assignment of the Acquired Intellectual Property to the Purchaser, or any assignee or successor thereto.

3. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of the Seller and the Purchaser with respect to the Acquired Intellectual Property. The representations, warranties, covenants, agreements, and indemnities contained in the 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 Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this IP 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 IP Assignment.

5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This IP 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 IP 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 conflict of laws principles thereof that would cause the application of the law of any jurisdiction other than the State of Delaware.

[Signatures appear on the following page.]

IN WITNESS WHEREOF, the parties have duly executed and delivered this IP Assignment as of the date first above written.

NARUS HEALTH, INC.

By 

Name: Michael Burcham

Title: Chief Executive Officer

AGREED TO AND ACCEPTED:

LUCENT HEALTH CARE MANAGEMENT, LLC

By _____

Name: Brett Rodewald

Title: Chief Executive Officer

Signature Page to Assignment of Intellectual Property


IN WITNESS WHEREOF, the parties have duly executed and delivered this IP Assignment as of the date first above written.

NARUS HEALTH, INC.

By _____
Name: Michael Burcham
Title: Chief Executive Officer

AGREED TO AND ACCEPTED:

LUCENT HEALTH CARE MANAGEMENT, LLC

By  _____
Name: Brett Rodewald
Title: Chief Executive Officer

Signature Page to Assignment of Intellectual Property

TRADEMARK
REEL: 006705 FRAME: 0248

SCHEDULE 1
ACQUIRED INTELLECTUAL PROPERTY

Trademark Registrations

Trademark	Registration Number	Registration Date	Jurisdiction
NARUS HEALTH	5478292	5/29/18	USA
NARUS HEALTH YOUR LIFE. YOUR WAY.	5478291	5/29/18	USA