

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM574834

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Quantros, Inc.		10/07/2019	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	iContracts, Inc.		
Street Address:	311 South Wacker Drive, Suite 4900		
Internal Address:	c/o Datix (USA) Inc.		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4951743	SMART CLASSIFICATION	
Registration Number:	5105813	SAFER CARE STARTS HERE	
CORRESPONDENCE DATA			
Fax Number:	3128622200		
<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:	3128628738		
Email:	michelle.nowicki@kirkland.com		
Correspondent Name:	Michelle Nowicki		
Address Line 1:	300 N. LaSalle		
Address Line 2:	Kirkland & Ellis LLP		
Address Line 4:	Chicago, ILLINOIS 60654		
ATTORNEY DOCKET NUMBER:	46755-5		
NAME OF SUBMITTER:	Michelle Nowicki		
SIGNATURE:	/Michelle Nowicki/		
DATE SIGNED:	05/05/2020		
Total Attachments: 6			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “Agreement”) is made and entered into as of October 7, 2019 (the “Effective Date”), by and between Quantros, Inc., a California corporation (“Assignor”) and iContracts, Inc., a Delaware corporation (“Assignee”).

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement, dated as of the date hereof (the “Purchase Agreement”), pursuant to which Assignor has agreed to assign to Assignee, among other things, the Assigned IP (as defined below).

NOW, THEREFORE, in consideration of the premises and the mutual representations, warranties, covenants and agreements set forth in this Agreement, the parties agree as follows:

1. Definitions. Capitalized terms used herein (including in the recitals hereto) and not otherwise defined herein shall have the meanings accorded to them in the Purchase Agreement.

The term “Assigned IP” means (i) the patents and patent applications set forth on Exhibit A attached hereto, and (ii) the trademark registrations and applications set forth on Exhibit B attached hereto, together with the goodwill associated with and symbolized therewith.

2. Assignment. Assignor hereby assigns, transfers, sells and conveys to Assignee all of its rights, title and interest throughout the world in and to the Assigned IP, together with all income, royalties, or payments due or payable as of the Effective Date, including, without limitation, (a) any reissues, renewals, revisions, divisionals, substitutions, continuations, continuations-in-part, patent disclosures, extensions and reexaminations, and foreign equivalents thereof, (b) all patents that issue from the Assigned IP, (c) all rights therein provided by the laws of the United States or any foreign country, multinational treaties or conventions (including, without limitation, the right to claim priority to the Assigned IP), (d) all rights to apply for, prosecute and obtain patents and industrial design registrations in respect of any of the inventions to the extent fully supported by the Assigned IP throughout the world, and (e) all other rights in the foregoing (including, without limitation, the right to collect royalties and proceeds in connection therewith), and all rights and remedies, including, without limitation, the right to sue for and recover damages, profits and any other remedy, for past, present or future infringement, misappropriation, dilution or other conflict relating to any of the foregoing, together with any priority right that may arise from any of the foregoing.

3. Recordation. Assignor hereby authorizes Assignee to record this Agreement with any relevant Governmental Entity so as to perfect its ownership of the Assigned IP. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office to transfer the registration for the Assigned IP to Assignee or its designees as assignee(s) of Assignor’s and its Affiliates’ (as applicable) entire right, title and interest therein or otherwise as Assignee may direct, in accordance with this instrument of assignment.

4. Purchase Agreement. This Agreement is entered into pursuant to, and is governed by, the Purchase Agreement. Nothing in this Assignment, express or implied, is intended to or

shall be construed to supersede, modify, replace, amend, rescind, waive, expand or limit in any way the rights of the parties under, and the terms of, the Purchase Agreement. To the extent that any provision of this Assignment conflicts or is inconsistent with the terms of the Purchase Agreement, the Purchase Agreement shall govern, including with respect to the enforcement of the rights and obligations of the parties to this Assignment.

5. Disclaimer. Assignor makes no representations or warranties of any kind, express or implied, regarding the Assigned IP, except as otherwise expressly set forth in the Purchase Agreement.

6. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

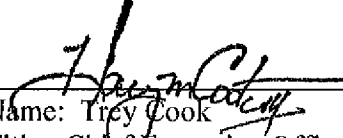
7. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which shall be deemed to constitute the same agreement. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic imaging means shall be effective as delivery of a manually executed counterpart of this Agreement.

[Signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective officers, each of whom is duly authorized, all as of the Effective Date.

QUANTROS, INC.

By _____


Name: Trey Cook

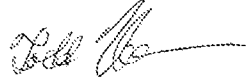
Title: Chief Executive Officer

Signature Page to Intellectual Property Assignment Agreement

TRADEMARK
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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective officers, each of whom is duly authorized, all as of the Effective Date.

ICONTRACTS, INC.

By 

Name: Todd Venetianer
Title: Chief Operating Officer

Exhibit A

Assigned IP - Patents and Patent Applications

Title	Jurisdiction	Application No./ Filing Date	Patent No./ Issue Date	Status
Probabilistic event classification systems and methods	U.S.	14/284,329 2014 May 21	10269450 2019 Apr 04	Issued

Exhibit A

Exhibit B

Assigned IP - Trademark Registrations and Applications

Mark	Juris- diction	App. No.	App. Date	Reg. No.	Reg. Date
SMART CLASSIFICATION	US	86054614	03-SEP-2013	4951743	03-MAY-2016
SAFER CARE STARTS HERE	US	86616360	30-APR-2015	5105813	20-DEC-2016

Exhibit B