

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM632551

<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>
Providence Health & Services - Washington		03/03/2021	Non-Profit Corporation: WASHINGTON
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	DexCare, Inc.		
<b>Street Address:</b>	1801 Lind Avenue SW		
<b>City:</b>	Renton		
<b>State/Country:</b>	WASHINGTON		
<b>Postal Code:</b>	98057		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88393699	DEXCARE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2064206051		
<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>	2064206050		
<b>Email:</b>	tmdocketing@branchpartners.law		
<b>Correspondent Name:</b>	John W. Branch		
<b>Address Line 1:</b>	600 University Street, Suite 620		
<b>Address Line 2:</b>	Branch Partners, PLLC		
<b>Address Line 4:</b>	Seattle, WASHINGTON 98101		
<b>NAME OF SUBMITTER:</b>	Flor Neafus		
<b>SIGNATURE:</b>	/florneafus/		
<b>DATE SIGNED:</b>	03/17/2021		
<b>Total Attachments: 5</b>			
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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “Agreement”), dated as of March 3, 2021 (“Effective Date”), is entered into between Providence Health & Services-Washington, a Washington nonprofit corporation (“Assignor”) and DexCare, Inc., a Delaware corporation (“Assignee,” and together with Assignor, the “Parties”).

### RECITALS

WHEREAS, in connection with that certain Contribution Agreement between the Parties, dated as of the Effective Date (the “Contribution Agreement”), Assignor desires to transfer, grant, assign or otherwise convey to Assignee as a capital contribution all of Assignor’s right, title and interest in and to properties and rights exclusively used or held exclusively for use in the DexCare Business and listed in Schedule 1 (collectively the “IP Assets”); and

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and agreements hereinafter contained, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

### AGREEMENT

- 1. Assignment.** Assignor hereby contributes, transfers, grants, assigns, conveys and delivers to Assignee all rights, title and interest it has in and to the IP Assets.
- 2. Further Assurances.** Each of the Parties hereto agrees to execute and deliver such additional documents, instruments, conveyances and assurances and take such further commercially-reasonable actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated by this Agreement.
- 3. Amendment and Modification; Waiver.** This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement will operate or be construed as a waiver thereof; nor will any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.
- 4. Successors and Assigns.** This Agreement will be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns in accordance with the Contribution Agreement. Neither of the Parties hereto intends that this Agreement will benefit or be enforceable by any person other than the Parties hereto and their respective successors and permitted assigns.
- 5. Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Washington, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof.

6. Conflicting Provisions. To the extent any term or provision in this Agreement is inconsistent with the Contribution Agreement, the terms and provisions of the Contribution Agreement will control.

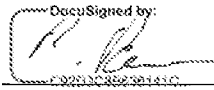
7. Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument, which may be delivered by facsimile or electronically transmitted portable document format (PDF) of signature pages (including any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., [www.docuSign.com](http://www.docuSign.com)).

*[Signature Page(s) Follows]*

IN WITNESS WHEREOF, the Parties have duly executed this Intellectual Property Assignment Agreement as of the Effective Date.

ASSIGNOR:

PROVIDENCE HEALTH & SERVICES –  
WASHINGTON

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

Name: Rodney F. Hochman, M.D.

Title: Chief Executive Officer

ASSIGNEE:

DEXCARE, INC.

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

Name: Derek Streat

Title: Authorized Signatory

IN WITNESS WHEREOF, the Parties have duly executed this Intellectual Property Assignment Agreement as of the Effective Date.

ASSIGNOR:

PROVIDENCE HEALTH & SERVICES –  
WASHINGTON

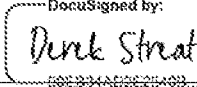
By: \_\_\_\_\_

Name: Rodney F. Hochman, M.D.

Title: Chief Executive Officer

ASSIGNEE:

DEXCARE, INC.

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

Name: Derek Streat

Title: Authorized Signatory

SCHEDULE 1

1. The name, mark and design “DEXCARE” (the “Trademarks”), USPTO serial #88393699 and the goodwill associated solely with such Trademarks.
2. The name, mark, and design of the following unregistered trademarks (the “the Unregistered Trademarks”), and the goodwill associated with such Unregistered Trademarks:

