

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM665719

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Artemis Institute for Clinical Research, LLC		02/05/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Artemis Headlands LLC		
Street Address:	145 Corte Madera Town Center		
Internal Address:	#281		
City:	Corte Madera		
State/Country:	CALIFORNIA		
Postal Code:	94925		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	5284892	ARTEMIS INSTITUTE FOR CLINICAL RESEARCH	
Registration Number:	5284890	ARTEMIS INSTITUTE FOR CLINICAL RESEARCH	
Registration Number:	5284893	ARTEMIS RESEARCH	
Registration Number:	5265817	WHERE INDIVIDUAL CARE DRIVES GLOBAL SOLU	
Registration Number:	5265816	DO GOOD. DO STUDIES.	
CORRESPONDENCE DATA			
Fax Number:	9254728895		
<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:	(925) 472-5000		
Email:	vbelevich@kilpatricktownsend.com		
Correspondent Name:	Kilpatrick Townsend & Stockton LLP		
Address Line 1:	1100 Peachtree Street, Suite 2800		
Address Line 2:	Mailstop: IP Docketing - 22		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	104346-1092192		
NAME OF SUBMITTER:	Vitaliy Belevich		
SIGNATURE:	/Vitaliy Belevich/		

OP \$140.00 5284892

DATE SIGNED:	08/06/2021
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Total Attachments: 7

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- source=Trademark and Domain Name Assignment - Redacted#page2.tif
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TRADEMARK AND DOMAIN NAME ASSIGNMENT AGREEMENT

This TRADEMARK AND DOMAIN NAME ASSIGNMENT AGREEMENT (this "Assignment") is made and entered into as of February 5, 2021 (the "Effective Date"), by and between Artemis Institute for Clinical Research, LLC, a Delaware limited liability company having its principal place of business at 770 Washington Street, Suite 300, San Diego, CA 92103 ("Assignor"), and Artemis Headlands LLC, a Delaware limited liability corporation having its principal place of business at 145 Corte Madera Town Center, #281, Corte Madera, California 94925 ("Assignee"). Assignor and Assignee are sometimes referred to in this Assignment individually as a "Party" and together as the "Parties." Capitalized terms not otherwise defined in this Assignment shall have the meanings set forth in the Purchase Agreement (as defined below).

WHEREAS, Assignor is the owner of the name, trademark, service mark and logo set forth on Exhibit A, and in and to all common law and applicable statutory rights therein, together with the goodwill of the business symbolized thereby and associated therewith (collectively, the "Assigned Marks");

WHEREAS, Assignor is the owner of all right, title, and interest in and to the internet domain names and social media handles, tags, identifiers and accounts set forth on Exhibit B (collectively, the "Assigned Domain Names," and together with the Assigned Marks, the "Assigned Properties"), including but not limited to the right to recover damages for past, present or future infringement of the Assigned Properties; and

WHEREAS, as a condition and inducement to Headlands Research, Inc., a Delaware corporation ("Purchaser"), Assignor and Assignee being willing to consummate the Transactions set forth in that certain Asset Purchase Agreement, dated as of December 23, 2020, by and among Purchaser, Assignee, Assignor and the Owners (the "Purchase Agreement"), Assignor and Assignee have entered into this Assignment, pursuant to which Assignor is assigning to Assignee all right, title and interest in, to and under the Assigned Properties, in accordance with the terms and conditions set forth below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Assignor and Assignee agree as follows:

1. Effective as of the Effective Date, Assignor does hereby irrevocably, without reservation, sell, assign, convey, transfer and deliver unto Assignee, Assignor's entire right, title and interest in, to and under the Assigned Properties, including, without limitation, all common law and statutory rights therein, together with all goodwill of the business symbolized by, and associated with, the Assigned Properties and all rights to (i) bring any action, whether at law or in equity, for past, present or future infringement, dilution, misappropriation, misuse or other violation of the Assigned Properties, (ii) any proceeds, benefits, privileges, causes of action, and remedies relating to the Assigned Properties and (iii) recover damages, profits and injunctive relief for all past, present or future infringement, dilution, misappropriation, misuse or other violation of the Assigned Properties, in each case (clauses (i), (ii) and (iii)), to have and to hold the same, for the full

duration of all such rights, and any renewals and extensions thereof, as fully and entirely as the same would have been held by Assignor had this Assignment not been made.

2. Assignor shall duly execute and deliver, or cause to be duly executed and delivered, such further instruments and do and cause to be done such further acts and things, including the filing of such assignments, agreements, documents and instruments, as Assignee may reasonably request in order to fulfill the purposes and intent of this Assignment. Without limiting the foregoing, Assignor shall take such reasonable action as required or necessary to effect the transfer of the domain names and social media handles, tags, identifiers and accounts to Assignee including, without limitation, providing Assignee with all login details, user names and passwords for the social media handles, tags, identifiers and accounts included in the Assigned Properties and, for the domain names included in the Assigned Properties, releasing any "lock" placed thereon, obtaining authorization codes with respect thereto and providing such codes to Assignee, confirming the requested transfer upon receipt of a request to do so from the registrar used by Assignee for the transfer of such domain names, and executing and delivering all authorizations necessary to effectuate electronic transfer of, and control over, such social media handles tags, identifiers and accounts and domain names to Assignee. Assignor shall bear all of the costs charged by any transferring registrar or social media company, if any, in connection with the transfer of the Assigned Properties to Assignee.

3. Assignor hereby appoints Assignee as Assignor's true and lawful attorney in fact for the sole purpose of this Assignment, with full power of substitution in Assignor's name and stead, to: (i) take any and all reasonable steps, including proceedings at law, in equity or otherwise, in order to vest or perfect the aforesaid rights and causes of action more effectively in Assignee, or to protect the same or to enforce any claim or right of any kind with respect thereto, and (ii) execute, acknowledge and deliver any and all reasonable instruments and assurances necessary or expedient in order to vest or perfect the aforesaid rights and causes of action more effectively in Assignee, or to protect the same or to enforce any claim or right of any kind with respect thereto. Assignor hereby declares that the foregoing power is coupled with an interest and as such is irrevocable.

4. This Assignment shall be binding upon and inure to the benefit of the Parties and their respective successors and assignees.

5. This Assignment shall be governed by the laws of the State of Delaware.

6. Neither this Assignment nor any of the rights, interests or obligations under this Assignment shall be assigned, in whole or in part, by operation of Law or otherwise by any of the parties hereto without the prior written consent of all other parties. Any purported assignment without such consent shall be void. Subject to the preceding sentences, this Assignment will be binding upon, inure to the benefit of, and be enforceable by, the parties hereto and their respective successors and assigns. Notwithstanding the foregoing, Assignee (and any of its permitted assignees) may (in its sole discretion) (a) collaterally assign this Assignment (in whole or in part) in connection with any financing, (b) assign this Assignment (in whole or in part) to any Affiliate or (c) assign this Assignment (in whole or in part) to a purchaser of all or substantially all of Assignee's (or such assignee's) assets. Any such permitted assignment by Assignee shall not relieve Assignee of any of its obligations hereunder without the prior written consent of Assignor,

such consent not to be unreasonably withheld, delayed or conditioned, provided that for purposes of determining whether or not to consent to any such assignment, the only factor Assignor may consider is the applicable assignee's financial viability to perform Assignee's outstanding obligations hereunder. Except as set forth in the immediately preceding sentence, no assignment shall relieve the assigning party of any of its obligations hereunder.

7. This Assignment may only be amended, modified or supplemented by an agreement in writing signed by Assignor and Assignee. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Assignment shall operate or be construed as a waiver thereof; nor shall 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.

8. If any term or other provision of this Assignment is determined to be invalid, illegal or incapable of being enforced by any rule of Law or public policy, all other terms and provisions of this Assignment shall remain in full force and effect. Upon such determination, Assignor and Assignee shall negotiate in good faith to modify this Assignment so as to give effect to the original intent of the Parties to the fullest extent permitted by applicable Law.

9. Nothing in this Assignment shall be construed to be a modification of, or limitation on, any provision of the Purchase Agreement, including the representations, warranties and agreements set forth therein. If any conflict exists between the terms of this Assignment and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall govern and control.

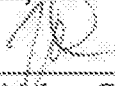
10. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed as of the Effective Date.

ASSIGNOR:

ARTEMIS INSTITUTE FOR CLINICAL
RESEARCH, LLC

By: 
Vishaal Mehra, Chief Executive Officer

[Signature Page to Trademark and Domain Name Assignment Agreement]

ASSIGNEE:

ARTEMIS HEADLANDS LLC

By: *Mark Blumling* _____

Name: Mark Blumling

Title: President, CEO and Secretary

[Signature Page to Trademark and Domain Name Assignment Agreement]

**TRADEMARK
REEL: 007382 FRAME: 0413**

EXHIBIT A

(Assigned Marks)

1. Artemis Institute for Clinical Research Logo (B&W), Registration Number 5284892, Registration Date September 12, 2017.
2. Artemis Institute for Clinical Research, Registration Number 5284890, Registration Date September 12, 2017.
3. Artemis Research, Registration Number 5284893, Registration Date September 12, 2017.
4. Where Individual Care Drives Global Solutions, Registration Number 5265817, Registration Date August 15, 2017.
5. Do Good. Do Studies., Registration Number 5265816, August 15, 2017.

EXHIBIT B

Assigned Domain Names

Domain Name:

REDACTED

Social Media Accounts:

REDACTED
REDACTED
REDACTED
REDACTED
REDACTED