

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM682090

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ascension Health Ministry Service Center, LLC		07/26/2021	Limited Liability Company: INDIANA
RECEIVING PARTY DATA			
Name:	BP3 Global, Inc.		
Street Address:	7121 N Lamar Blvd., Suite 100		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78752		
Entity Type:	Corporation: TEXAS		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	6341858	AGILIFY	
Registration Number:	6341859	AGILIFY	
Registration Number:	5758404	AGILIFY	
Registration Number:	6341860	AGILIFY	
Serial Number:	87847691	RADILO	
Serial Number:	87847697	RADILO	
Serial Number:	87847704	RADILO	
Serial Number:	87847794	REIMAGINING A DAY IN THE LIFE OF	
Serial Number:	87847798	REIMAGINING A DAY IN THE LIFE OF	
Serial Number:	87847802	REIMAGINING A DAY IN THE LIFE OF	
CORRESPONDENCE DATA			
Fax Number:	5128538801		
<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:	512-853-8800		
Email:	dkgpto@intprop.com		
Correspondent Name:	Dwayne K. Goetzel		
Address Line 1:	1120 S Cap of TX Hwy, Bldg. 2, Ste. 300		
Address Line 4:	Austin, TEXAS 78746		

CH \$265.00 6341858

NAME OF SUBMITTER:	Dwayne K. Goetzel
SIGNATURE:	/Dwayne K. Goetzel/
DATE SIGNED:	10/19/2021
Total Attachments: 6 source=Assignment#page1.tif source=Assignment#page2.tif source=Assignment#page3.tif source=Assignment#page4.tif source=Assignment#page5.tif source=Assignment#page6.tif	

EXECUTION COPY

ASSET PURCHASE AGREEMENT

BY AND BETWEEN

ASCENSION HEALTH MINISTRY SERVICE CENTER, LLC

AND

BP3 GLOBAL, INC.

July 20, 2021

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement") is made and entered into as of July 26, 2021 ("Effective Date") by and between ASCENSION HEALTH MINISTRY SERVICE CENTER, LLC, an Indiana limited liability company ("Seller"), and BP3 GLOBAL, INC., a Texas corporation ("Buyer").

RECITALS:

A. Seller is in the business of providing back-office business services including payroll, benefits, accounts payable and accounting (the "Core Services") to Ascension Health Alliance, Inc. d/b/a Ascension, a Missouri nonprofit corporation ("Ascension") and its Affiliates.

B. In addition to the Core Services, Seller owns and operates a division known as "Agilify," which provides tools and support to businesses, including Ascension, in developing intelligent automation processes, including robotic process automation (RPA) (the "Agilify Business").

C. Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, substantially all of the assets that are primarily used by Seller to provide Agilify Business services to non-Ascension, commercial customers ("Commercial Customers") (referred to herein as the "Agilify Commercial Business") subject to certain licenses provided herein. For purposes of clarity, the Agilify Commercial Business does not mean Seller providing Agilify Business services solely to Ascension or any of its Affiliates, nor does it include any assets used by Seller solely to provide the Core Services.

D. The parties acknowledge this is a carve-out transaction of the Agilify Commercial Business.

AGREEMENT:

NOW, THEREFORE, for and in consideration of the agreements, covenants, representations, and warranties hereinafter set forth and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. PURCHASE OF ASSETS.

1.1 Purchased Assets. Subject to the terms and conditions of this Agreement, as of the Closing (as defined in Section 2.1 hereof), Seller shall sell, convey, transfer, and deliver to Buyer, and Buyer agrees to purchase, all right, title and interest of Seller in and to all of the following assets, properties and rights of Seller, to the extent that such assets, properties and rights exist as of the Closing Date and relate to the Agilify Commercial Business (collectively, the "Purchased Assets"):

(a) all the tangible personal property owned by Seller, required for Agilify associates to perform their work and listed on Schedule 1.1(a);

(b) all Commercial Customer contracts (“**Customer Contracts**”) and commercial partner contracts (“**Alliance Partner Contracts**”), each as amended, to the extent assignable, subject to any consent or notice requirements, each as set forth on Schedule 1.1(b) (the Customer Contracts and Alliance Partner Contracts, together the “**Agilify Contracts**” to the extent assigned to Buyer on Closing (“**Agilify Assigned Contracts**”); except where the context requires otherwise, “**Agilify Assigned Contracts**” include Equitably Assigned Contracts described in Section 2.4(c));

(c) all trademarks set forth on Schedule 1.1(c), copyrighted materials and other intellectual property used by Agilify to the extent not bearing the “Ascension” name or marks (the “**Agilify IP**”);

(d) a copy of the technology set forth on Schedule 1.1(d) owned, developed or used by Seller through the Closing Date to provide Agilify Commercial Business services to Seller’s Commercial Customers (the “**Agilify External Technology**”), subject to a non-assignable, non-exclusive, world-wide, royalty-free, perpetual, irrevocable, unencumbered license back to Ascension and its Affiliates for internal use only by Ascension and its Affiliates;

(e) a non-assignable, non-exclusive, world-wide, royalty-free, perpetual, irrevocable, unencumbered license to use any technology owned, developed or used by Seller through the Closing Date to provide Agilify Business services to Ascension and its Affiliates and any other technology, all as specifically identified on Schedule 1.1(e) (“**Agilify Internal Technology**”) for the sole purpose of enabling Buyer to provide the Agilify Business services; and

(f) all goodwill associated with any of the assets described in this Section 1.1.

1.2 Excluded Assets. Except for the Purchased Assets, all property of every kind, character or description owned by Seller or its Affiliates, wherever located and whether or not similar to the items specifically set forth above, and all other businesses and ventures owned by Seller shall be retained by Seller, including, without limitation, the following (the “**Excluded Assets**”):

(a) all cash and cash equivalents, bank accounts, and securities of Seller;

(b) all contracts and agreements other than the Agilify Assigned Contracts;

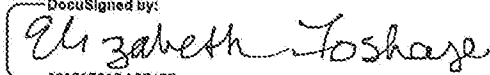
(c) the Agilify Internal IP and all other intellectual property of Seller other than the Agilify IP and Agilify External Technology;

(d) any interest in, or rights to, the names “Ascension Health”, “Ascension Health Alliance”, “Ascension”, and the names of any affiliates of Ascension Health Alliance, the worldwide web addresses www.ascensionhealth.org, www.ascension.org, www.ascensionhealthalliance.org, and other than the Agilify Marks,

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the Effective Date.

SELLER:

ASCENSION HEALTH MINISTRY SERVICE CENTER,
LLC

By:  DocuSigned by:
02266F88D85F477...

Name: Elizabeth Foshage

Title: Executive Vice President and Chief Financial
Officer, Ascension, on behalf of Ascension Health
Ministry Service Center, LLC

BUYER:

BP3 GLOBAL, INC.

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the Effective Date.

SELLER:

ASCENSION HEALTH MINISTRY SERVICE CENTER,
LLC

By: _____

Name: _____

Title: _____

BUYER:

BP3 GLOBAL, INC.

By: Scott Francis

Name: Scott Francis

Title: CEO

Schedule 1.1(c)
Agilify IP

Trademark	Jurisdiction	Registration/Application No.	Registration/Application Date	Status
AGILIFY	US	6341858	05/04/2021	Registered
AGILIFY	US	6341859	05/04/2021	Registered
AGILIFY	US	5758404	05/21/2019	Registered
AGILIFY	US	6341860	05/04/2021	Registered
RADILO	US	87847691	3/23/2018	Pending Fifth extension granted, as of 04/06/2021
RADILO	US	87847697	3/23/2018	Pending Fifth extension granted, as of 03/16/2021
RADILO	US	87847704	3/23/2018	Pending Fifth extension granted, as of 03/09/2021
REIMAGINING A DAY IN THE LIFE OF	US	87847794	3/23/2018	Pending Fifth extension granted, as of 04/07/2021
REIMAGINING A DAY IN THE LIFE OF	US	87847798	3/23/2018	Pending Fifth extension granted, as of 03/16/2021
REIMAGINING A DAY IN THE LIFE OF	US	87847802	3/23/2018	Pending Fifth extension granted, as of 03/09/2021