# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM695149

Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
ARC Healthcare Technologies, LLC		12/15/2021	Limited Liability Company: SOUTH CAROLINA

### **RECEIVING PARTY DATA**

Name:	ARC Healthcare Technologies LLC	
Street Address:	t Address: 944 Cedar Crest Court	
City:	Lilburn	
State/Country:	GEORGIA	
Postal Code:	30047	
Entity Type: Limited Liability Company: GEORGIA		

### **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	5691294	CLAIMLOGIQ

## CORRESPONDENCE DATA

Fax Number: 3175924684

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.

Phone: 3172362389

erica.clark@icemiller.com Email: Ice Miller/Erica Clark **Correspondent Name:** 

Address Line 1: One American Square Suite 2900 Address Line 4: Indianapolis, INDIANA 46282

NAME OF SUBMITTER:	Erica Clark
SIGNATURE:	/Erica Clark/
DATE SIGNED:	12/15/2021

#### **Total Attachments: 4**

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### **EXECUTION VERSION**

#### TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement ("**Agreement**") is entered into and effective as of the 15<sup>th</sup> day of December 2021, by and between ARC Healthcare Technologies, LLC, a South Carolina limited liability company ("**Assignor**"), and ARC Healthcare Technologies LLC, a Georgia limited liability company ("**Assignee**").

**WHEREAS**, the Assignor wishes to sell, assign and transfer to Assignee all worldwide right, title and interest in and to the Assigned Trademark (defined below), including all rights associated the Assigned Trademark, together with the goodwill symbolized by and associated therewith and the right to sue for past infringement thereof; and

**WHEREAS**, Assignee wishes to acquire all worldwide right, title and interest in and to the Assigned Trademark, including all rights associated with the Assigned Trademark, together with the goodwill symbolized by and associated therewith and the right to sue for past infringement thereof;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. <u>Assignment</u>. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee all of Assignor's right, title, and interest in and to the following:
  - (a) the trademark registration set forth in <u>Exhibit A</u> hereto and all issuances, extensions, and renewals thereof (the "**Assigned Trademark**"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademark;
  - (b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
  - (c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
  - (d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.
- 2. <u>Recordation and Further Actions.</u> Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Trademark Assignment upon request by Assignee. Following the date hereof, Assignor shall take such steps and actions, and provide such cooperation and assistance to Buyer 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 Assigned Trademark to Assignee, or any successor thereto.
- 3. <u>Counterparts</u>. This Trademark 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 Trademark 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 Trademark Assignment.

- 4. <u>Successors and Assigns</u>. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 5. <u>Governing Law.</u> This Trademark 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 Trademark 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 Georgia, without giving effect to any choice or conflict of law provision or rule (whether of the State of Georgia or any other jurisdiction).

[Signature Page Follows]

2

## **EXECUTION VERSION**

IN WITNESS WHEREOF and intending to be legally bound, the parties hereto have caused this Agreement to be executed and effective.

**ASSIGNOR**:

ARC HEALTHCARE
TECHNOLOGIES, LLC,
a South Carolina limited liability company,

DocuSigned by:

Ву:

**ASSIGNEE:** 

ARC HEALTHCARE TECHNOLOGIES LLC, a Georgia limited liability company,

DocuSigned by:

By:

Todd Hill. Sole Member

**RECORDED: 12/15/2021** 

# Exhibit A

# **Assigned Trademark**

Registration No.	<u>Jurisdiction</u>	<u>Mark</u>	Registration Date	Application Serial No.
5,691,294	United States	CLAIMLOGIQ	03/05/2019	88/050,166

4