

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM713204

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
M2S, Inc.		08/06/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Astute Imaging LLC		
Street Address:	10123NE 60th Street		
City:	Kirkland		
State/Country:	WASHINGTON		
Postal Code:	98033		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2203108	PREVIEW	
Registration Number:	5046340	PEMS	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	julie@hansantos.com		
Correspondent Name:	Han Santos		
Address Line 1:	5		
Address Line 4:	Seattle, WASHINGTON 98101		
ATTORNEY DOCKET NUMBER:	AST.CP0002		
NAME OF SUBMITTER:	Julie Carrizosa		
SIGNATURE:	/Julie Carrizosa/		
DATE SIGNED:	03/09/2022		
Total Attachments: 6			
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OP \$65.00 2203108

Exhibit F

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement ("**IP Assignment**"), dated as of August 6, 2021, is made by M2S, Inc. ("**Seller**"), a Delaware Corporation, located at 8 Commerce Avenue, West Lebanon, NH 03784 in favor of Astute Imaging LLC ("**Buyer**"), a Delaware limited liability company, located at 10123 NE 60th Street, Kirkland, WA 98033, the purchaser of certain assets of Seller pursuant to an Asset Purchase Agreement between, among others, Buyer and Seller, dated as of August 6, 2021 (the "**Asset Purchase Agreement**").

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office, and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, Seller agrees/the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title, and interest in and to the following (the "**Assigned IP**"):

(a) the patents and patent applications set forth on Schedule **0** hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof (the "**Patents**");

(b) the trademark registrations and applications set forth on Schedule **0** hereto and all issuances, extensions, and renewals thereof (the "**Trademarks**"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

(c) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(d) 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

(e) 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. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Patents, the Commissioner for Trademarks in the United States Patent and Trademark Office,

and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Buyer. Following the date hereof, upon Buyer's reasonable request, and at Buyer's sole cost and expense, Seller 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 reasonably necessary to effect, evidence, or perfect the assignment of the Assigned IP to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This IP 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 IP 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 IP Assignment.

5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This IP 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 IP 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 Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, SELLER HAS DULY EXECUTED AND DELIVERED THIS IP ASSIGNMENT AS OF THE DATE FIRST ABOVE WRITTEN.

M2S, Inc. DocuSigned by:
By: 
Name: Jay Colfer BD6EEEEE06464D7
Title: CEO
Address for Notices: 8 Commerce Ave
West, Lebanon, NH 03784

AGREED TO AND ACCEPTED:

ASTUTE IMAGING LLC
By: _____
Name:
Title:
Address for Notices:

IN WITNESS WHEREOF, SELLER HAS DULY EXECUTED AND DELIVERED THIS IP ASSIGNMENT AS OF THE DATE FIRST ABOVE WRITTEN.

M2S, Inc.

By: _____

Name:

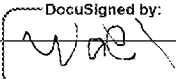
Title:

Address for Notices: 8 Commerce Ave

West, Lebanon, NH 03784

AGREED TO AND ACCEPTED:

ASTUTE IMAGING LLC

By:  _____

Name:

Title: Wael Elseaidy

Address for Notices: CEO

CEO

SCHEDULE 1

ASSIGNED PATENTS AND PATENT APPLICATIONS

Patents

Title	Jurisdiction	Patent Number	Issue Date
USING STATISTICAL PROCESS CONTROL (SPC) TO DEMONSTRATE SOLUTION CONVERGENCE IN A TECHNICIAN GUIDED SEGMENTATION SYSTEM	U.S.	7,340,081	3/4/2008
ANATOMICAL VISUALIZATION AND MEASUREMENT SYSTEM	U.S.	7,197,170	3/27/2007
METHOD FOR DETERMINING THE RISK OF RUPTURE OF A BLOOD VESSEL	U.S.	7,805,177	9/28/2010
METHOD AND APPARATUS FOR VISUALIZING ANATOMICAL STRUCTURES	U.S.	7,725,165	5/25/2010
ANATOMICAL VISUALIZATION AND MEASUREMENT SYSTEM	U.S.	7,702,137	4/20/2010
ANATOMICAL VISUALIZATION AND MEASUREMENT SYSTEM	U.S.	8,285,011	10/9/2012
METHOD AND APPARATUS FOR DETERMINING THE RISK OF RUPTURE OF A BLOOD VESSEL USING THE CONTIGUOUS ELEMENT DEFINED AREA	U.S.	7,899,516	3/1/2011
USING STATISTICAL PROCESS CONTROL (SPC) TO DEMONSTRATE SOLUTION CONVERGENCE IN A TECHNICIAN GUIDED SEGMENTATION SYSTEM	U.S.	7,580,555	8/25/2009
ANATOMICAL VISUALIZATION AND MEASUREMENT SYSTEM	U.S.	8,270,693	9/18/2012

SCHEDULE 2

ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark Registrations

Mark	Jurisdiction	Registration Number	Registration Date
PREVIEW	U.S.	2,203,108	11/10/1998
PEMS	U.S.	5,046,340	9/20/2016