# OP \$65.00 5731247

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM718950

SUBMISSION TYPE:	NEW ASSIGNMENT
------------------	----------------

**NATURE OF CONVEYANCE:** ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
THE ROBERTSON GROUP, LLC		04/01/2022	Limited Liability Company: OREGON

## **RECEIVING PARTY DATA**

Name:	VISANTE CONSULTING LLC	
Street Address:	101 East Fifth Street	
Internal Address:	Suite 2220	
City:	St. Paul	
State/Country:	MINNESOTA	
Postal Code:	55101	
Entity Type:	Limited Liability Company: MINNESOTA	

#### **PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Registration Number:	5731247	TRG CLINICAL INFORMATICS ADVISORS
Registration Number:	5489740	TRG THE ROBERTSON GROUP

## **CORRESPONDENCE DATA**

Fax Number:

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: 3053970845

Email: MLIMA@COZEN.COM **Correspondent Name:** Cozen O'Connor Maria Lima

Address Line 1: SOUTHEAST FINANCIAL CENTER

200 SOUTH BISCAYNE BLVD SUITE 3000 Address Line 2:

Address Line 4: Miami, FLORIDA 33131

NAME OF SUBMITTER: Ashley G. Kessler /Ashley G. Kessler/ **SIGNATURE: DATE SIGNED:** 04/05/2022

**Total Attachments: 4** 

source=LEGAL 57230140v1 05. Assignment of Proprietary Rights (Visante - TRG)#page1.tif source=LEGAL 57230140v1 05. Assignment of Proprietary Rights (Visante - TRG)#page2.tif

> TRADEMARK **REEL: 007680 FRAME: 0403**

900685812

source=LEGAL 57230140v1 05. Assignment of Proprietary Rights (Visante - TRG)#page3.tif source=LEGAL 57230140v1 05. Assignment of Proprietary Rights (Visante - TRG)#page4.tif

#### ASSIGNMENT OF PROPRIETARY RIGHTS

THIS ASSIGNMENT OF PROPRIETARY RIGHTS (this "Assignment") is made as of April 1, 2022 (the "Closing Date") by THE ROBERTSON GROUP, LLC., an Oregon limited liability company, JOSEPH LASSITER, an Oregon resident ("Lassiter" and together with Seller, the "Selling Parties") for the benefit of VISANTE CONSULTING LLC, a Minnesota limited liability company ("Buyer").

#### RECITALS

- A. The Selling Parties and Buyer have executed an Asset Purchase Agreement dated effective April 1, 2022 (the "Asset Purchase Agreement"), pursuant to which Buyer has agreed to buy the Purchased Assets and assume certain Assumed Liabilities upon the terms and conditions specified in the Purchase Agreement.
- B. Buyer desires, and the Selling Parties have agreed to assign to Buyer, all right, title and interest it may have in and to the Assumed Proprietary Rights specifically including, but not limited to, those listed on the attached **Exhibit A**.
- C. Capitalized terms used, but not otherwise defined, in this Assignment shall have the meanings ascribed to such terms in the Purchase Agreement.

#### **AGREEMENT**

In consideration of the premises and the mutual covenants and agreements set forth in the Purchase Agreement, the parties hereby agree as follows:

- 1. **Assignment**. The Selling Parties, in accordance with and subject to the terms of the Purchase Agreement, hereby sell, assign and transfer to Buyer any and all right, title and interest they may have in and to the Assumed Proprietary Rights, together with any goodwill of the Business they may have connected with the use of and symbolized by the Assumed Proprietary Rights and any right they may have to prosecute and recover damages for any past, present or future infringements or other violations of the Assumed Proprietary Rights.
- 2. **Binding Effect**. This Assignment shall inure to the benefit of and be binding upon Buyer, the Selling Parties and their respective successors and assigns, but shall not create any right of subrogation or other right on the part of any other person.
- 3. **Amendment, Waiver or Termination**. This Assignment cannot be amended, waived or terminated except by a writing signed by the parties hereto.
- 4. **Miscellaneous**. This Assignment is made pursuant to (and does not modify) the Purchase Agreement, which contains certain representations, warranties and covenants regarding the Assumed Proprietary Rights. Nothing contained in this Assignment shall be deemed to supersede, amend or modify any of the terms, conditions or provisions of the Purchase Agreement, which is incorporated herein by reference. This Agreement does not create or establish liabilities or obligations not otherwise created or existing under or pursuant to the Purchase Agreement In the event of a conflict between this Assignment and the Purchase Agreement, the Purchase Agreement shall control. Each party agrees to execute and deliver such additional documents and perform such additional acts as may be reasonably necessary or appropriate to effectuate, carry out, and consummate the terms and conditions of this Agreement and the transactions contemplated thereby or to otherwise assign Selling Parties' interest in the Assumed Proprietary Rights to Buyer. If any provision of this Assignment is held invalid or unenforceable by any

court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

5. **Counterparts**. This Assignment may be executed in two or more counterparts, including by facsimile or other electronic transmission, each of which shall be deemed an original but all of which together shall constitute one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties hereto and delivered to the others.

[Remainder of this page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the Selling Parties have caused this Assignment of Proprietary Rights to be executed as of the Closing Date.

# THE ROBERTSON GROUP, LLC

Joseph Lassder Lessonsenson

By: Joseph Lassiter

Its: President and Managing Advisor

**JOSEPH LASSITER**, individually

[Signature page to Assignment of Proprietary Rights]

## **EXHIBIT A**

# **Proprietary Rights**

# **Registered Trademarks**

	<u>Trademark</u>	Serial Number	Registration Number
1.	&TRG clinical informatics advisors	87824581,	5731247
2.		87456759	5489740

# <u>Unregistered Trademarks / Service marks:</u>

Tagline: "Where medication-use and technology meet"



Where medication-use and technology meet. SA

# **Company Name and Tradenames:**

The Robertson Group, LLC
The Robertson Group
TRG

# **Websites and Domain Names**

www.trg.consulting www.therobertsongroup.org

**RECORDED: 04/05/2022**