

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM759024

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
hc1.com Inc.		09/24/2022	Corporation: INDIANA
RECEIVING PARTY DATA			
Name:	Decision Rx Inc.		
Street Address:	6100 Technology Center Drive, Building K		
City:	Indianapolis		
State/Country:	INDIANA		
Postal Code:	46278		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	6009221	HC1 OPIOID ADVISOR	
Registration Number:	6009123	HC1 PGX ADVISOR	
Registration Number:	6213366	PGX ADVISOR	
Registration Number:	6450198	PRECISIONRX ADVISOR	
Registration Number:	6148968	HC1 PRECISION PRESCRIBING	
Serial Number:	90853388	RIGHT PATIENT. RIGHT TEST. RIGHT TREATME	
Serial Number:	88530743	IMPROVING LIVES WITH PRECISION PRESCRIBI	
CORRESPONDENCE DATA			
Fax Number:	3175925453		
<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:	3172365946		
Email:	IPDOCKET@ICEMILLER.COM		
Correspondent Name:	Thomas A. Walsh, ICE MILLER LLP		
Address Line 1:	ONE AMERICAN SQUARE, SUITE 2900		
Address Line 4:	Indianapolis, INDIANA 46282		
ATTORNEY DOCKET NUMBER:	034346.00002		
NAME OF SUBMITTER:	Thomas A. Walsh		
SIGNATURE:	/Thomas A. Walsh/		

OP \$190.00 6009221

DATE SIGNED:

10/03/2022

Total Attachments: 5

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“IP Assignment”), dated as of the 30th day of June 2022, is made by **hc1.com Inc.**, an Indiana corporation (“Assignor”), in favor of **Decision Rx Inc.**, a Delaware corporation (“Assignee”).

WHEREAS, Assignor desires to convey, transfer, and assign, from Assignor to Assignee, certain identified intellectual property rights that are owned by, or may have been developed or acquired, and therefore potentially owned, by Assignor, for the mutual benefit of the parties; and Assignor desires to execute and deliver this IP Assignment for recording with governmental authorities, including, but not limited to, the US Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdiction;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For the mutual benefit of the parties, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor’s right, title, and interest in and to the following (the “Assigned IP”):

- (a) All inventions (whether patentable or unpatentable and whether or not reduced to practice), patents, and patent applications owned by Assignor, in each case that are identified on Schedule 1 of this IP Assignment, whenever so created, both domestic and foreign, and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, improvements, and renewals thereof (the “Patents”);
- (b) All trademarks, trade dress, trademark registrations, and trademark applications owned by Assignor; including without limitation, all common law trademarks used and owned by the Assignor, in each case that are set forth in Schedule 2 hereto, and all issuances, extensions, and renewals thereof, in each case together with the goodwill of the business, connected with the use of, and symbolized by, such intellectual property; provided that, with respect to the United States intent-to-use trademark applications set forth on Schedule 2 hereto, the transfer of such applications accompanies the transfer of Assignor’s business, or that portion of the business to which the trademark pertains, and that business is ongoing and existing, (the “Trademarks”);
- (c) All rights of Assignor, of any kind whatsoever, accruing under any of the foregoing and provided by the applicable law of any jurisdiction, international treaty or convention, or 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, and/or after the date hereof; including all rights to and claims for damages, restitution,

and injunctive relief, and any other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but not the obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignor authorizes the Commissioner for Patents, the Commissioner for Trademarks, and any other governmental official in any jurisdiction, both domestic and foreign, to record and register this IP Assignment upon request by Assignee. Assignor shall take such steps and actions and render all necessary and reasonable cooperation to Assignee and its successors, assigns, and legal representatives following the date hereof, to ensure that the Assigned IP is properly assigned to Assignee, or any assignee or successor thereto, including without limitation all action necessary to secure the execution, completion, or filing of any requested documents, powers of attorney, files, registrations, or other similar items.

3. Terms of the Contribution Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the that certain Contribution Agreement, of even date herewith, by and among Assignor and Assignee (“Contribution Agreement”), to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the Contribution 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 Contribution Agreement and the terms hereof, the terms of the Contribution 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 to be 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. Amendment. No amendment or waiver of any provision of this IP Assignment shall be effective; unless in writing and executed by the parties hereto, in the case of an amendment, or in writing and executed by the party entitled to the benefit of the provision to be so waived, in the case of a waiver.

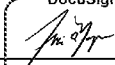
6. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. 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 Indiana, without giving effect to any choice or conflict of law provision or rule (whether of the State of Indiana or any other jurisdiction).

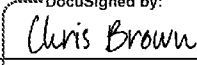
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor has duly executed and delivered this IP Assignment as of the date first above written.

Assignee: **Decision Rx Inc.**

DocuSigned by:
By: 
Name: Travis Morgan
Title: President and Chief Financial Officer
Date: 9/24/2022 | 10:56 AM EDT

Assignor: **hc1.com Inc.**

DocuSigned by:
By: 
Name: Chris Brown
Title: Chief Operating Officer
Date: 9/24/2022 | 10:28 AM EDT

Principal Business Address:

Decision Rx Inc.
6100 Technology Center Drive
Building K
Indianapolis, IN 46278

Principal Business Address:

hc1.com Inc.
6100 Technology Center Drive
Building K
Indianapolis, IN 46278

SCHEDULE 1**ASSIGNED U.S. PATENTS AND APPLICATIONS**

TITLE	SERIAL NO.
DETERMINATION OF PAIENT PRESCRIPTION RELATIONSHIPS AND BEHAVIORS	17/205033
SYSTEMS AND METHODS FOR MONITORING PRESCRIPTION ORDERING PATTERNS	17/205126
SYSTEMS AND METHODS FOR PHYSICIAN DRUG PRESCRIPTION MONITORING	17/205068
SIMULATING AND MONITORING CONSISTANCY IN A DRUG PRESCRIPTION SYSTEM	17/205049
DETECTION OF PATIENT MISUSE OF PRESCRIPTION MEDICATION	17205013
IDENTIFICATION AND NOTIFICATION OF ABERRANT PRESCRIPTION ACTIVITY	17/205005
IDENTIFYING AND MEASURING PATIENT OVERDOSE RISK	17/204611
DETERMINING AND MODELING THE EFFICACY OF DRUG TREATMENT PLANS	17/204131
DETECTION AND MODELING OF DRUG DISPENSING BEHAVIORS BY HEALTHCARE PROVIDERS	17/204104
METHODS AND SYSTEMS FOR A PHARMACOLOGICAL TRACKING AND REPRESENTATION OF HEALTH ATTRIBUTES USING DIGITAL TWIN	16/825396
METHODS AND SYSTEMS FOR A PHARMACOLOGICAL TRACKING AND REPORTING PLATFORM	16/535863
METHODS AND SYSTEMS FOR A PHARMACOLOGICAL TRACKING AND REPORTING PLATFORM	16/778377

SCHEDULE 2**ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS**

Mark	Serial/Reg. No.	Owner	Filing/Reg. Date	Status
HC1 OPIOID ADVISOR	6009221	hc1.com Inc. 6100 Technology Center Drive, Building K Indianapolis, IN 46278	Mar. 10, 2020	Registered
HC1 PGX ADVISOR	6009123	hc1.com Inc. 6100 Technology Center Drive, Building K Indianapolis, IN 46278	Mar. 10, 2020	Registered
PGX ADVISOR	6213366	hc1.com Inc. 6100 Technology Center Drive, Building K Indianapolis, IN 46278	Dec. 01, 2020	Registered
PRECISIONRX ADVISOR	6450198	hc1.com Inc. 6100 Technology Center Drive, Building K Indianapolis, IN 46278	Aug. 10, 2021	Registered
RIGHT PATIENT. RIGHT TEST. RIGHT TREATMENT.	90/853,388	hc1.com Inc. 6100 Technology Center Drive, Building K Indianapolis, IN 46278	July 28, 2021	Pending
HC1 PRECISION PRESCRIBING	6148968	hc1.com Inc. 6100 Technology Center Drive, Building K Indianapolis, IN 46278	Sep. 8, 2020	Registered
IMPROVING LIVES WITH PRECISION PRESCRIBING	88530743	hc1.com Inc. 6100 Technology Center Drive, Building K Indianapolis, IN 46278	Jul. 23, 2019	Pending