

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
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ETAS ID: TM801379

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	NUNC PRO TUNC ASSIGNMENT		
<b>EFFECTIVE DATE:</b>	03/01/2023		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Kyle K. Killebrew		02/28/2023	INDIVIDUAL:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Vertellus Holdings LLC		
<b>Street Address:</b>	201 N. Illinois Street, Suite 1800		
<b>City:</b>	Indianapolis		
<b>State/Country:</b>	INDIANA		
<b>Postal Code:</b>	46204		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5558824	ALPHACURE	
<b>Serial Number:</b>	97705154	ALPHAPURE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3172317433		
<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>			
<b>Phone:</b>	3172361313		
<b>Email:</b>	jgard@btlaw.com		
<b>Correspondent Name:</b>	Julia S. Gard/Barnes & Thornburg LLP		
<b>Address Line 1:</b>	11 South Meridian Street		
<b>Address Line 4:</b>	Indianapolis, INDIANA 46204		
<b>ATTORNEY DOCKET NUMBER:</b>	71081-100 CENTAURI		
<b>NAME OF SUBMITTER:</b>	Julia Spoor Gard		
<b>SIGNATURE:</b>	/jgard/		
<b>DATE SIGNED:</b>	04/07/2023		
<b>Total Attachments: 5</b>			
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## TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this “Trademark Assignment”), dated as of March 1, 2023, is made by Kyle K. Killebrew, an individual residing in the State of Texas (“Assignor”), in favor of Vertellus Holdings LLC, a Delaware limited liability company (“Assignee”). Assignor and Assignee may be referred to herein collectively as the “Parties” or individually as a “Party”.

WHEREAS, Assignor is the owner of all right, title and interest in and to the trademark registrations and trademark applications as set forth on Schedule 1 hereto (collectively, the “Assigned Trademarks”), and all goodwill related thereto;

WHEREAS, Assignor desires to assign to Assignee all of Assignor’s right, title, and interest in and to the Assigned Trademarks, including the goodwill associated therewith; and

WHEREAS, Assignee desires to acquire all right, title, and interest in and to the Assigned Trademarks and the goodwill associated therewith.

NOW THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

1. Assignment. Assignor hereby irrevocably conveys, transfers and assigns to Assignee, and Assignee hereby accepts, any and all right, title and interest of Assignor in and to:

(a) the Assigned Trademarks and all issuances, extensions, and renewals thereof, together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks;

(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. Recordation and Further Action. Assignor hereby authorizes 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 Trademark Assignment upon request by Assignee. Following the date hereof, upon Assignee’s reasonable request, and at Assignee’s sole cost and expense, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee 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 Trademarks to Assignee, or any subsequent assignee or successor thereto.

3. Counterparts. 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.

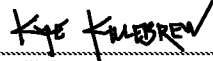
4. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns.

5. Governing Law. 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 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, the Parties have caused this Trademark Assignment to be duly executed effective as of the date first written above.

**ASSIGNOR:**



Kyle Killebrew (Feb 28, 2023 18:47 CST)

Kyle K. Killebrew

**ASSIGNEE:**

**VERTELLUS HOLDINGS LLC**

By: \_\_\_\_\_  
Anne Frye, Vice President, General Counsel,  
Secretary and Compliance Officer

*[Signature Page to Trademark Assignment Agreement]*

**TRADEMARK  
REEL: 008036 FRAME: 0724**

IN WITNESS WHEREOF, the Parties have caused this Trademark Assignment to be duly executed effective as of the date first written above.

**ASSIGNOR:**

\_\_\_\_\_  
Kyle K. Killebrew

**ASSIGNEE:**

**VERTELLUS HOLDINGS LLC**

DocuSigned by:  
  
By: \_\_\_\_\_  
Anne Frye, Vice President, General Counsel,  
Secretary and Compliance Officer

*[Signature Page to Trademark Assignment Agreement]*

**SCHEDULE 1**

**Trademark Registrations**

<b>Mark</b>	<b>Jurisdiction</b>	<b>Registration Number</b>	<b>Registration Date</b>
ALPHACURE (Word Mark)	US	5558824	September 11, 2018

**Trademark Applications**

<b>Mark</b>	<b>Jurisdiction</b>	<b>Application Serial Number</b>	<b>Filing Date</b>
ALPHAPURE (Word Mark)	US	97705154	December 6, 2022

*Schedule 1*

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**RECORDED: 04/07/2023**

**TRADEMARK  
REEL: 008036 FRAME: 0726**