

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM838386

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Talisman Systems Group, Incorporated		09/11/2023	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Talispoint LLC		
Street Address:	1207 Bridgeway		
Internal Address:	Unit F		
City:	Sausalito		
State/Country:	CALIFORNIA		
Postal Code:	94965		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4551316	TALISPOINT INSIGHT	
Registration Number:	3918873	TALISPOINT	
Registration Number:	3867129	THE SHORTEST DISTANCE BETWEEN TWO POINTS	
Registration Number:	3869786	TALISPOINT	
Serial Number:	75532424	ACTIVE DIARY SYSTEM	
Serial Number:	75532423	INTELLIGENT RULES SYSTEM	
CORRESPONDENCE DATA			
Fax Number:	2156562498		
<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:	215-656-3381		
Email:	pto.phil@dlapiper.com		
Correspondent Name:	IP GROUP OF DLA PIPER LLP (US)		
Address Line 1:	ONE LIBERTY PLACE		
Address Line 2:	1650 MARKET ST. SUITE 5000		
Address Line 4:	PHILADELPHIA, PENNSYLVANIA 19103		
NAME OF SUBMITTER:	William L. Bartow		
SIGNATURE:	/williamlbartow/		

CH \$165.00 4551316

DATE SIGNED:	09/11/2023
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Total Attachments: 5

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TRADEMARK ASSIGNMENT

This **Trademark Assignment Agreement** (the "Trademark Assignment") is made and entered into as of September 11, 2023 (the "Effective Date") by and between Talisman Systems Group, Incorporated, a California corporation (the "Assignor") and Talispoint LLC, a Delaware limited liability company (the "Assignee"). Assignee and Assignor are sometimes referred to herein individually as a "Party" and collectively as the "Parties". Capitalized terms used herein, but not defined herein, shall have the meaning ascribed to such terms in the Purchase Agreement (as defined below).

WHEREAS, pursuant to that certain Asset Purchase Agreement by and among Assignor, Medcor, Inc., an Illinois corporation and parent of Assignor, and Perspecta Operations, LLC, a Delaware limited liability company and parent of Assignee, dated September 11, 2023 (the "Purchase Agreement") and the terms herein, as of the Effective Date, Assignor wishes to assign to Assignee, and Assignee wishes to assume, all right, title and interest in and to the trademark registrations and applications set forth on Schedule I attached hereto, including any renewals, extensions, and common law rights therein, and any and all goodwill associated therewith (collectively, the "Assigned Trademarks").

NOW, THEREFORE, in consideration of terms and conditions herein and in the Purchase Agreement, and for other good and valuable consideration furnished by Assignee to Assignor, the receipt, adequacy and legal sufficiency of which are hereby acknowledged by the Parties:

1. As of the Effective Date, Assignor agrees to assign, transfer, sell and convey, and hereby assigns, transfers, sells and conveys to Assignee, its successors and assigns, all of Assignor's right, title, and interest in and to the Assigned Trademarks, together with all registrations and applications therefor, any and all goodwill associated with the Assigned Trademarks including the relevant portion of the Assignor's business to which any of the Assigned Trademarks, including intent-to-use marks, pertain, and all other corresponding rights that are or may be hereafter secured under the laws of any country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by such Assignor if this Trademark Assignment had not been made, including all right, title and interest in and to all income, proceeds, royalties, damages, claims and payments which accrue, or have accrued, prior to and as of the Effective Date or thereafter and are due or payable with respect thereto, and in and to all causes of action, either at law or in equity, for any past, present or future infringement of the Assigned Trademarks, or other violation or unauthorized use of the Assigned Trademarks, with the right to sue for, and collect the same. Assignor and Assignee acknowledge and agree that this assignment is being made in connection with the assignment of the portion of Assignor's business to which the Assigned Trademarks pertain, and that such portion of the business remains ongoing and existing.

2. Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States of America and the corresponding empowered officials of all other governments to issue or transfer the Assigned Trademarks to Assignee, as assignee of the entire right, title, and interest therein or otherwise as Assignee may direct.

3. Each provision of this Trademark Assignment will be interpreted in such a manner as to be effective and valid under applicable law, but if any term or other provision of this Trademark Assignment is held to be invalid, illegal or unenforceable under applicable law, all other provisions of this Trademark Assignment shall remain in full force and effect.

4. This Trademark Assignment may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original. This Trademark Assignment may not be amended except by an instrument in writing signed by each of the Parties hereto.

5. This Trademark Assignment shall be governed by and construed in accordance with the Laws of 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) that would cause the application of the laws of any jurisdiction other than the State of Delaware.

*[Remainder of page intentionally left blank.
Signature page follows.]*

IN WITNESS WHEREOF, the Parties have executed this Trademark Assignment as of the Effective Date.

ASSIGNOR:

**TALISMAN SYSTEMS GROUP,
INCORPORATED**

By: *Mark Smolenski*
Name: Mark Smolenski
Title: Treasurer

ASSIGNEE:

TALISPOINT LLC

By: _____
Name: Marques Torbert
Title: President

IN WITNESS WHEREOF, the Parties have executed this Trademark Assignment as of the Effective Date.

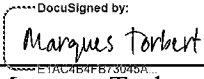
ASSIGNOR:

**TALISMAN SYSTEMS GROUP,
INCORPORATED**


By: _____
Name: Mark Smolenski
Title: Treasurer

ASSIGNEE:

TALISPOINT LLC

By:  _____
Name: Marques Torbert
Title: President

Schedule I to Trademark Assignment

Owner	Mark	Jurisdiction	App. No.	Filing Date	Reg. No.	Reg. Date	Status
Talisman Systems Group, Inc.	TALISPOINT INSIGHT	United States	86106470	10/31/2013	4551316	6/7/2014	Registered
Talisman Systems Group, Inc.	 TalisPoint	United States	77962690	3/18/2010	3918873	2/15/2011	Registered
Talisman Systems Group, Inc.	THE SHORTEST DISTANCE BETWEEN TWO POINTS	United States	77962694	3/18/2010	3867129	10/26/2010	Registered
Talisman Systems Group, Inc.	TALISPOINT	United States	77962684	3/18/2010	3869786	11/2/2010	Registered
Talisman Systems Group, Inc.	ACTIVE DIARY SYSTEM	United States	75532424	8/7/1998	n/a	n/a	Abandoned
Talisman Systems Group, Inc.	INTELLIGENT RULES SYSTEM	United States	75532423	8/7/1998	n/a	n/a	Abandoned