ETAS ID: TM847765

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT NATURE OF CONVEYANCE: ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Vault Health, Inc.		10/20/2023	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	First Hospital Laboratories, Inc.		
Street Address:	255 Alhambra Circle		
Internal Address:	Suite 700		
City:	Coral Gables		
State/Country:	FLORIDA		
Postal Code:	33134		
Entity Type:	Corporation: VIRGINIA		

PROPERTY NUMBERS Total: 1

Property Type Number		Word Mark	
Serial Number:	97760253	VAULT WORKFORCE SCREENING	

CORRESPONDENCE DATA

Fax Number: 2158325619

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: 215-569-5619

Email: timothy.pecsenye@blankrome.com

Timothy D. Pecsenye **Correspondent Name:** Address Line 1: Blank Rome LLP

Address Line 2: One Logan Square, 8th Floor

Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER: 157102-00101 NAME OF SUBMITTER: Timothy D. Pecsenye SIGNATURE: /Timothy D. Pecsenye/ **DATE SIGNED:** 10/23/2023

Total Attachments: 3

source=Assignment of VAULT WORKFORCE SCREENING SM application_VHI to FHL 2020-10-20#page1.tif source=Assignment of VAULT WORKFORCE SCREENING SM application_VHI to FHL 2020-10-20#page2.tif source=Assignment of VAULT WORKFORCE SCREENING SM application VHI to FHL 2020-10-20#page3.tif

> **TRADEMARK** REEL: 008234 FRAME: 0920

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Assignment") is made and effective as of October 20, 2023 by and between **Vault Health, Inc.**, a Delaware corporation ("Assignor") with an address of 255 Alhambra Circle, Suite 700, Coral Gables, Florida 33134, and **First Hospital Laboratories, Inc.**, a Virginia corporation ("Assignee") with an address of 255 Alhambra Circle, Suite 700, Coral Gables, Florida 33134. Assignor and Assignee are sometimes individually referred to as a "Party" and, collectively, as the "Parties."

- A. Assignor has adopted and used the trademark identified in the schedule attached hereto, for which Assignor owns a federal application in the United States Patent and Trademark office (the "Intellectual Property");
- **B.** Assignee desires to acquire Assignor's entire right, title, and interest in and to the Intellectual Property, together with the associated goodwill;
- C. The parties wish to execute this Assignment for purposes of evidencing the transfer of the Intellectual Property and to allow Assignee to file this Assignment with the United States Patent and Trademark Office; and
- **D.** Assignor hereby acknowledges and agrees that from and after the date hereof, Assignee shall be the exclusive owner of all of Assignor's right, title, and interest in and to the Intellectual Property.

In consideration of the mutual covenants and agreements set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows.

- 1. Assignment. Assignor hereby irrevocably and unconditionally conveys, transfers, and assigns to Assignee all of Assignor's right, title, and interest in and to the Intellectual Property, and the goodwill and all rights associated therewith, and all other corresponding rights that are or may be secured under the laws of the United States and any other jurisdiction. Assignor and Assignee shall execute and deliver such instruments and take such other actions as may reasonably be required to carry out the intent of this Assignment and to evidence and effectuate the transactions contemplated herein.
- 2. <u>Recordation</u>. Assignor authorizes the United States Patent and Trademark Office to record Assignee as the owner of the Intellectual Property and to issue all registrations for the Intellectual Property in the name of Assignee. Assignor shall, at Assignee's reasonable expense, execute and deliver such instruments and take such other actions as may reasonably be required in order to carry out the intent of this Assignment and to evidence and effectuate the transactions contemplated herein.
- 3. General. This Assignment may not be amended except by execution and delivery of an instrument in writing signed by officers of Assignor and Assignee on behalf of Assignor and Assignee. This Assignment and the obligations hereunder are not intended to confer any rights or remedies to any third party and are not intended to operate, in anyway, as an agreement for the benefit of any third party. This Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns. This Assignment may be executed in facsimile or other electronic means and in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

[Signature Page Follows]

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IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed, as of the date first written above.

VAULT HEALTH, INC.

Name: Katherine Kelton

Title: General Counsel and Chief Compliance Officer

Date: October 20, 2023

FIRST HOSPITAL LABORATORIES, INC.

Madro

Name: Meredith Vadis

Title: President

Date: October 20, 2023

SCHEDULE A

Trademark Rights

Trademark	Country	Owner	\$ ## 300 \$ X \$	
VAULT WORKFORCE SCREENING	USA	Vault Health,	(97760253)	(01/19/2023)

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RECORDED: 10/23/2023