

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM868798

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.		01/01/2024	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	First Hospital Laboratories, LLC		
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: 2			
Property Type	Number	Word Mark	
Registration Number:	6055202	VAULT HEALTH	
Registration Number:	6009746	VAULT	
CORRESPONDENCE DATA			
Fax Number:			
<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:	2128598000		
Email:	teas@friedfrank.com		
Correspondent Name:	Justin Charles c/o Fried Frank et al		
Address Line 1:	1 New York Plaza		
Address Line 2:	27th Floor		
Address Line 4:	New York, NEW YORK 10004		
ATTORNEY DOCKET NUMBER:	002607-00024		
NAME OF SUBMITTER:	Justin Charles		
SIGNATURE:	/Justin Charles/		
DATE SIGNED:	01/17/2024		
Total Attachments: 5			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this “Assignment”), dated as of January 1, 2024 (the “Effective Date”), is entered into by Vault Health, Inc., a Delaware corporation (“Seller”), and First Hospital Laboratories, LLC, a Virginia limited liability company d/b/a Vault Workforce Screening (“Assignee”).

WHEREAS, pursuant to that certain Equity Purchase Agreement, dated as of December 28, 2023, among Seller, Assignee, Sterling Infosystems, Inc., a Delaware corporation (“Sterling”), and WRYP Stockholders Services, LLC, a North Carolina limited liability company, solely in its capacity as the representative of Seller (the “Purchase Agreement”), Seller has agreed to sell the Interests of Assignee to Sterling (the “Transaction”); and

WHEREAS, in connection with the Transaction, Seller has agreed to assign to Assignee all of its right, title and interest in and to certain trademarks and other Intellectual Property and Intellectual Property Rights.

NOW, THEREFORE, in consideration of the representations, warranties, covenants and agreements contained in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to the Purchase Agreement, the parties hereby agree as follows:

1. Definitions. Capitalized terms not defined in this Assignment have the meanings given to them in the Purchase Agreement.
2. Conveyance and Acceptance of Assigned Trademarks. Seller hereby irrevocably sells, transfers, assigns, conveys and delivers to Assignee, for no additional consideration, and Assignee hereby purchases and acquires, all of Seller’s right, title and interest in and to those Marks set forth in the attached Schedule A (the “Assigned Trademarks”), including the goodwill of the business connected with the use of and symbolized by the Assigned Trademarks, and all the Intellectual Property Rights therein, including the right to sue and recover for past, present and future infringement thereof, the right to secure registration of the Assigned Trademarks and of this Assignment, and the right to initiate other proceedings before all Governmental Authorities with respect to the Assigned Trademarks. For the avoidance of doubt, the Assigned Trademarks do not include the Marks set forth on the attached Schedule B.
3. Conveyance and Acceptance of Other Assigned IP Rights. Seller hereby irrevocably sells, transfers, assigns, conveys and delivers to Assignee, for no additional consideration, and Assignee hereby purchases and acquires, all of Seller’s right, title and interest in and to all Intellectual Property and all Intellectual Property Rights used or held for use in, or otherwise related to, the operation of the Business (collectively, the “Other Assigned IP Rights,” and together with the Assigned Trademarks, the “Contributed IP Rights”), including the right to sue and recover for past, present and future infringement thereof, the right to secure registration of the Other Assigned IP Rights and of this Assignment, and the right to initiate other proceedings before all Governmental Authorities with respect to the Other Assigned IP Rights.

4. Recordation and Authorization. Seller hereby authorizes the Commissioner for Trademarks and any other governmental officials to record and register this Assignment upon request by Assignee.

5. Purchase Agreement. The parties acknowledge and agree that this Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of the parties with respect to the Contributed IP Rights. THE REPRESENTATIONS, WARRANTIES, COVENANTS, AGREEMENTS AND INDEMNITIES CONTAINED IN THE PURCHASE AGREEMENT SHALL NOT BE SUPERSEDED HEREBY BUT SHALL REMAIN IN FULL FORCE AND EFFECT TO THE FULL EXTENT PROVIDED THEREIN. If any conflict or inconsistency exists between the terms of this Assignment and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall govern and control.

6. Governing Law; Jurisdiction. This Agreement must be interpreted and construed in accordance with the laws of the State of Delaware. Any and all claims, controversies and causes of action arising out of or relating to this Agreement, whether sounding in contract, tort or statute, will be governed by the laws of the State of Delaware, including its statutes of limitations, without giving effect to any conflict-of-laws rule that would result in the application of the laws of a different jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

7. Counterparts. This Assignment may be executed in any number of duplicate counterparts (including by means of .pdf format), each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

8. Amendment. This Assignment may not be amended or altered except by a written instrument executed by the parties.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

VAULT HEALTH, INC.

DocuSigned by:
By: Robert O. Smith
Name: Robert O. Smith
Title: Chief Financial Officer

FIRST HOSPITAL LABORATORIES, LLC

DocuSigned by:
By: Robert O. Smith
Name: Robert O. Smith
Title: Chief Financial Officer

SCHEDULE A

ASSIGNED TRADEMARKS

Mark	Registration Number	Registration Date	Class
VAULT HEALTH	6,055,202	May 12, 2020	41, 44
VAULT	6,009,746	March 10, 2020	5, 41, 44

SCHEDULE B

EXCLUDED TRADEMARKS

Mark	Reg/App Number	Reg/App Date	Jurisdiction
CARE TRAFFIC CONTROL	88602521	September 3, 2019	U.S.
THE REAL WORLD EVIDENCE	1662240	November 22, 2021	International Register
CLINICAL RESEARCH REIMAGINED	1667366	November 22, 2021	International Register
THE REAL RWE	1662244	November 22, 2021	International Register