

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT5770155

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
TARGET HEALTH INC.	09/20/2019
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	TARGET HEALTH, LLC
<b>Street Address:</b>	C/O DMED BIOPHARMACEUTICAL COMPANY LIMITED
<b>Internal Address:</b>	298 XIANGKE ROAD, 3/F, 301-305, ZHANGJIANG HI-TECH PARK
<b>City:</b>	PUDONG NEW AREA, SHANGHAI
<b>State/Country:</b>	CHINA
<b>Postal Code:</b>	201210
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	8543968
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(202)842-7899
<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>	(858) 550-6124
<b>Email:</b>	zIPPatentDocketingMailboxUS@cooley.com, pellison@cooley.com
<b>Correspondent Name:</b>	COOLEY LLP
<b>Address Line 1:</b>	ATTN: IP DOCKETING DEPT., JOANNA LIEBES HUBBERTS
<b>Address Line 2:</b>	1299 PENNSYLVANIA AVENUE NW, SUITE 700
<b>Address Line 4:</b>	WASHINGTON, D.C. 20004
<b>ATTORNEY DOCKET NUMBER:</b>	332265-101
<b>NAME OF SUBMITTER:</b>	JOANNA LIEBES HUBBERTS
<b>SIGNATURE:</b>	/Joanna Liebes Hubberts/
<b>DATE SIGNED:</b>	10/15/2019
<b>Total Attachments: 13</b>	
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## TECHNOLOGY TRANSFER AGREEMENT

THIS TECHNOLOGY TRANSFER AGREEMENT (the “*Agreement*”), is made on September 20, 2019, by and between TARGET HEALTH, LLC, a Delaware limited liability company (“*Buyer*”) and TARGET HEALTH INC., a New York corporation (“*Company*”). Company and Buyer are collectively referred to herein as the “*Parties*” and individually as a “*Party*”.

### RECITALS

WHEREAS, Company, Buyer, dMedScience, LLC, a Delaware limited liability company, Joyce Hays, an individual and the sole stockholder of the Company, and Dr. Jules Mitchel, an individual, have entered into that certain Asset Purchase Agreement dated June 24, 2019 (the “*Asset Purchase Agreement*”), whereby the parties thereto have agreed to effect the acquisition by Buyer of certain assets from Company upon the terms and subject to the conditions set forth in the Asset Purchase Agreement; and

WHEREAS, pursuant to the Asset Purchase Agreement, the execution and delivery of this Agreement is a condition precedent to the closing of the transactions contemplated by the Asset Purchase Agreement.

### AGREEMENTS

NOW, THEREFORE, pursuant to the Asset Purchase Agreement and in consideration of the mutual promises contain therein and herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Buyer and Company each further agree as follows:

**1. Defined Terms.** Capitalized terms used herein but not otherwise defined in this Agreement shall have the meanings ascribed to such terms in the Asset Purchase Agreement.

**2. Assignment.** Effective as of September 20, 2019, Company hereby absolutely, unconditionally and irrevocably sells, assigns, conveys, transfers and delivers to Buyer, and Buyer does hereby purchase, acquire and accept from Company, all of Company’s right, title and interest, in and to the Transferred IP, including, without limitation, (i) all of the patents and patent applications identified on **Exhibit A** hereto, and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals thereof, and priority applications whether provisional, national, international and/or regional and whether active or inactive, (the “*Assigned Patents*”), (ii) all unregistered and registered trademarks and service marks, trademark and service mark applications, common law trademarks and service marks, trade dress and logos, trade names, and product names identified on **Exhibit B** hereto, together with the goodwill associated with any of the foregoing and any renewals and extensions of any of the foregoing, as permitted in the jurisdiction where any such unregistered or registered trademarks are being used (the “*Assigned Trademarks*”), and (iii) all of the domain names identified on **Exhibit C** hereto (the “*Assigned Domain Names*”), together with all goodwill associated with the foregoing, and all rights thereunder, remedies against past, present and future infringement or misappropriation thereof, including, without limitation, income, royalties and damages related to

any of the foregoing, and rights to protection of past, present and future interests in any Transferred IP under the Laws of all jurisdictions (collectively, the “**Assigned IP**”), in each case free and clear of any and all encumbrances other than Permitted Encumbrances. Company hereby waives any moral rights, or rights equivalent thereto, that Company may have in or to the Assigned IP worldwide, without compensation or the need for further action by any Person. To the extent that the foregoing waiver is ineffective under applicable Law, Company agrees that Company shall not assert such moral rights against Buyer or any other Person. This foregoing assignment is intended to be an absolute assignment and not by way of security. Company and its successors and assigns agree not to make any claim or argument in contravention of any of the foregoing.

**3. Authorization.** Company hereby authorizes and requests the Commissioner of Patents and Trademarks in the United States Patent and Trademark Office and the Register of Copyrights in the United States Copyright Office, and the officials of corresponding entities or agencies in any applicable jurisdictions throughout the world to record and register this Agreement upon request by Buyer.

**4. Further Assurances.** Company shall provide Buyer, and its successors and assigns, with all such assistance as may be reasonably necessary to perfect the transfer of the rights granted in **Sections 2 and 3** above, including, without limitation, upon written request by Buyer to execute and use commercially reasonable efforts to cause their current or former employees or contractors to execute, as applicable, any further assignments or other documents or instruments, sign all lawful papers, and make all rightful oaths necessary or reasonably requested to carry out the purposes or intent of this Agreement and to aid Buyer, or its successors or assigns, or their respective legal representatives, at Buyer’s sole expense, to record Buyer as owner of the Assigned Patents, Assigned Trademarks, Assigned Domain Names or any other Assigned IP, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Buyer, its successors and assigns. The transfer and assignment of the Assigned Domain Names, and responsibility therefor, shall be deemed to have been perfected for purposes of the preceding sentence when: (i) the Assigned Domain Names are housed within Buyer’s or its designee’s registrar account; or (ii) Company turns over its registrar account housing the Assigned Domain Names to Buyer. Upon and subject to the effectiveness of this Agreement, Company shall not assert any right, title or interest in or to any of the Assigned Patents, Assigned Trademarks, Assigned Domain Names or any other Assigned IP and shall not use any of the Assigned Patents, Assigned Trademarks, Assigned Domain Names or any other Assigned IP except as may be expressly authorized by Buyer, or its successors or assigns, in writing.

**5. Miscellaneous.**

**(a) Asset Purchase Agreement Controls.** This Agreement is executed and delivered pursuant to, is in accordance with, and is subject to, all of the representations, warranties, covenants, indemnities and miscellaneous provisions set forth in the Asset Purchase Agreement; all of which shall survive the consummation of the transactions contemplated hereby on the basis and to the extent set forth in the Asset Purchase Agreement. In the event that any provision of this Agreement shall be construed to conflict with a provision in the Asset Purchase Agreement, the provision in the Asset Purchase Agreement shall control.

(b) **Governing Law.** This Agreement shall be construed in accordance with, and governed in all respects by, the internal laws of the State of Delaware (without giving effect to principles of conflicts of laws).

(c) **Binding Effect; Benefit.** Subject to Section 5(h), this Agreement will inure to the benefit of and bind the Parties and their respective successors and permitted assigns. Nothing in this Agreement, express or implied, may be construed to give any Person other than the Parties and their respective successors and permitted assigns any right, remedy, claim, obligation or liability arising from or related to this Agreement. This Agreement and all of its provisions and conditions are for the sole and exclusive benefit of the Parties and their respective successors and permitted assigns.

(d) **Severability.** Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction. If the final judgment of a court of competent jurisdiction declares that any term or provision hereof is invalid or unenforceable, the parties hereto agree that the court making such determination shall have the power to limit the term or provision, to delete specific words or phrases, or to replace any invalid or unenforceable term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Agreement shall be enforceable as so modified. In the event such court does not exercise the power granted to it in the prior sentence, the parties hereto agree to replace such invalid or unenforceable term or provision with a valid and enforceable term or provision that will achieve, to the extent possible, the economic, business and other purposes of such invalid or unenforceable term.

(e) **Entire Agreement.** Subject to Section 5(a), this Agreement (including the Exhibits hereto), constitutes the complete agreement and understanding between the Parties regarding the subject matter of this Agreement and supersedes any prior agreement, understanding or representation regarding the subject matter of this Agreement.

(f) **Amendments.** This Agreement may not be amended or modified except by an instrument in writing signed by or on behalf of each of the Parties hereto.

(g) **Non-Waiver.** No failure on the part of any Person to exercise any power, right, privilege or remedy under this Agreement, and no delay on the part of any Person in exercising any power, right, privilege or remedy under this Agreement, shall operate as a waiver of such power, right, privilege or remedy; and no single or partial exercise of any such power, right, privilege or remedy shall preclude any other or further exercise thereof or of any other power, right, privilege or remedy. No Person shall be deemed to have waived any claim arising out of this Agreement, or any power, right, privilege or remedy under this Agreement, unless the waiver of such claim, power, right, privilege or remedy is expressly set forth in a written instrument duly executed and delivered on behalf of such Person; and any such waiver shall not be applicable or have any effect except in the specific instance in which it is given.

(h) **Assignment.** No party may transfer or assign this Agreement or such party's rights or obligations hereunder, in whole or in part, without the prior written consent of the

other parties; provided, that Buyer may assign this Agreement and any of its rights and obligations hereunder to any of its Affiliates that delivers to the Seller Parties its written agreement to be bound by and to perform all of the obligations of its assignor under this Agreement, and provided further, that no such assignment shall constitute a release of the Buyer Parties or Guarantor of their respective obligations with respect to this Agreement or the Asset Purchase Agreement. This Agreement shall be binding upon the parties hereto and each of their respective successors and permitted assigns (if any).

(i) **Counterparts.** This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement. Executed counterparts may be delivered via facsimile, email or other similar transmission method, and any executed counterpart so delivered shall be valid and effective for all purposes.

(j) **Notice.** Any notice given pursuant to this Agreement shall be given in the same manner as stated in Section 10.4 of the Asset Purchase Agreement.

[SIGNATURE PAGES FOLLOWS]

IN WITNESS WHEREOF, the undersigned have executed this Technology Transfer Agreement on and as of the date first indicated above.

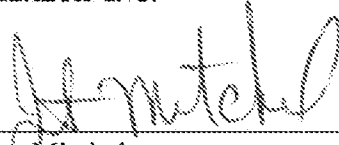
**COMPANY:**

**TARGET HEALTH INC.**

By: \_\_\_\_\_

Name: Jules Mitchel

Title: President

A handwritten signature in cursive script, appearing to read "Jules Mitchel", is written over a horizontal dotted line.

[COMPANY SIGNATURE PAGE TO TECHNOLOGY TRANSFER AGREEMENT]

**PATENT**  
**REEL: 050719 FRAME: 0061**

IN WITNESS WHEREOF, the undersigned has executed this Technology Transfer Agreement on and as of the date first indicated above.

**BUYER:**

**TARGET HEALTH, LLC**

By: 

Name: Lingshi Tan

Title: Authorized Signatory



**EXHIBIT A**

**Assigned Patents and Patent Applications**

<b>Docket Number</b>	<b>Country</b>	<b>Description/Title</b>	<b>Application Number</b>	<b>Application Filing Date</b>	<b>Patent Inventor</b>	<b>Patent Number</b>
3107.00018	United States	SYSTEM AND METHOD FOR CREATING, MANAGING, DEPLOYING AND ARCHIVING DATA-INTENSIVE APPLICATIONS AND PROJECTS	11/561,152	11/17/2006	Jules T. Mitchell; Andrew C. Moncrieffe; Dong-Joon You	8543968

**EXHIBIT B**  
**Assigned Trademarks**

TITLE OF MARK	JURISDICTION	REGISTRATION NO.	SERIAL NO.	REGISTRATION DATE	OTHER OWNERSHIP
TARGET E*STUDIO	United States	4,387,224	85/787,896	08/20/2013	N/A
TARGET HEALTH INC	United States	4,218,213	77/913,948	10/02/2012	N/A
TARGET E*STUDIO	United States	4,879,468	86/397,158	01/05/2016	N/A
TARGET ENCODER	United States	3,433,298	78/920,761	05/20/2008	N/A
TARGET DOCUMENT	United States	3,048,834	78/401,539	01/24/2006	N/A
TARGET E*CRF	United States	3,037,625	78/406,910	01/03/2006	N/A
TARGET HEALTH	United States	3,156,025	78/313,401	10/17/2006	N/A
TARGET E*CTR	United States	3,848,318	77/515,579	09/14/2010	N/A
TARGET e*STUDIO	European Union	1257416	A0049093	05/04/2017	N/A
TARGET e*STUDIO	Japan	1257416	A0049093	11/04/2016	N/A
TARGET e*STUDIO	Mexico	1257416	A0049093	01/05/2016	N/A
TARGET e*STUDIO	Philippines	1257416	A0049093	06/02/2016	N/A
TARGET E*ICF	United States	5,596,130	86/959,520	10/30/2018	N/A

**EXHIBIT C**  
**Assigned Domain Names**

<b>DOMAIN NAME or URL</b>	<b>JURISDICTION</b>	<b>REGISTRAR</b>	<b>OTHER OWNERSHIP</b>
ADDCLINICAL.COM	United States	GoDaddy.com, LLC	N/A
ADVERSE-EVENT.COM	United States	GoDaddy.com, LLC	N/A
ADVERSE-EVENT.NET	United States	GoDaddy.com, LLC	N/A
ADVERSE-EVENT.ORG	United States	GoDaddy.com, LLC	N/A
ADVERSE-EVENTS.COM	United States	GoDaddy.com, LLC	N/A
AMDCLINICAL.COM	United States	GoDaddy.com, LLC	N/A
AMDXXCLINICAL.COM	United States	GoDaddy.com, LLC	N/A
BACGCLINICAL.COM	United States	GoDaddy.com, LLC	N/A
BERGCLINICAL.COM	United States	GoDaddy.com, LLC	N/A
BIOMMETICCLINICAL.COM	United States	GoDaddy.com, LLC	N/A
BRIGHTTECHCLINICAL.COM	United States	GoDaddy.com, LLC	N/A
CATOCCLINICAL.COM	United States	GoDaddy.com, LLC	N/A
CATODOC.COM	United States	GoDaddy.com, LLC	N/A
COUNTERACTDOCS.COM	United States	GoDaddy.com, LLC	N/A

CPCLINICAL.COM	United States	GoDaddy.com, LLC	N/A
CTTQUESTIONNAIRE.COM	United States	GoDaddy.com, LLC	N/A
CURETECHCRC.COM	United States	GoDaddy.com, LLC	N/A
DEMOECRF.COM	United States	GoDaddy.com, LLC	N/A
DIGNITANAACLINICAL.COM	United States	GoDaddy.com, LLC	N/A
DSSPVG.COM	United States	GoDaddy.com, LLC	N/A
ECRFDемо.COM	United States	GoDaddy.com, LLC	N/A
ENTREMEDCLINICAL.COM	United States	GoDaddy.com, LLC	N/A
FERRINGCLINICAL.COM	United States	GoDaddy.com, LLC	N/A
FERRINGCLINICAL.NET	United States	GoDaddy.com, LLC	N/A
FERRINGFIRSTCLINICAL.COM	United States	GoDaddy.com, LLC	N/A
FERRINGSURVEY.COM	United States	GoDaddy.com, LLC	N/A
FSFI-QUESTIONNAIRE.COM	United States	GoDaddy.com, LLC	N/A
FSFI-QUESTIONNAIRE.NET	United States	GoDaddy.com, LLC	N/A
FSFI-QUESTIONNAIRE.ORG	United States	GoDaddy.com, LLC	N/A
FSFIQUESTIONNAIRE.COM	United States	GoDaddy.com, LLC	N/A
FSFIQUESTIONNAIRE.NET	United States	GoDaddy.com, LLC	N/A
FSFIQUESTIONNAIRE.ORG	United States	GoDaddy.com, LLC	N/A
HATCHTECHCLINICAL.COM	United States	GoDaddy.com, LLC	N/A
HILLTOPCLINICAL.COM	United States	GoDaddy.com, LLC	N/A
HPPCLINICAL.COM	United States	GoDaddy.com, LLC	N/A

INTRASAS.COM	United States	GoDaddy.com, LLC	N/A
KERADERMCLINICAL.COM	United States	GoDaddy.com, LLC	N/A
LYCLINICAL.COM	United States	GoDaddy.com, LLC	N/A
LMSCLINICAL.COM	United States	GoDaddy.com, LLC	N/A
MEDIWOUNDCLINICAL.COM	United States	GoDaddy.com, LLC	N/A
NEOMATRIXDOCS.COM	United States	GoDaddy.com, LLC	N/A
NVSMDXCLINICAL.COM	United States	GoDaddy.com, LLC	N/A
OPKOBIOLOGICSDC.COM	United States	GoDaddy.com, LLC	N/A
OSTEOCLINICAL.COM	United States	GoDaddy.com, LLC	N/A
OWEMRCDS.COM	United States	GoDaddy.com, LLC	N/A
OWEMRCDS.ORG	United States	GoDaddy.com, LLC	N/A
PKCLINICAL.COM	United States	GoDaddy.com, LLC	N/A
PLCLINICAL.COM	United States	GoDaddy.com, LLC	N/A
PROGENCLINICAL.COM	United States	GoDaddy.com, LLC	N/A
PROLORCLINICAL.COM	United States	GoDaddy.com, LLC	N/A
PROTALIXCLINICAL.COM	United States	GoDaddy.com, LLC	N/A
PWCLINICAL.COM	United States	GoDaddy.com, LLC	N/A
sequoiadigitalhealth.com	United States	GoDaddy.com, LLC	N/A
sequoiadigitalhealth.org	United States	GoDaddy.com, LLC	N/A
SERENITYCLINICAL.COM	United States	GoDaddy.com, LLC	N/A
SERENITYDOCS.COM	United States	GoDaddy.com, LLC	N/A

STAGOCCLINICAL.COM	United States	GoDaddy.com, LLC	N/A
TARGET-ECRF.COM	United States	GoDaddy.com, LLC	N/A
TARGET-ESTUDIO.COM	United States	GoDaddy.com, LLC	N/A
TARGET-HEALTH.COM	United States	GoDaddy.com, LLC	N/A
TARGETCLINICAL.COM	United States	GoDaddy.com, LLC	N/A
TARGETCTMS.COM	United States	GoDaddy.com, LLC	N/A
TARGETDOCUMENT.COM	United States	GoDaddy.com, LLC	N/A
TARGETECRF.COM	United States	GoDaddy.com, LLC	N/A
TARGETECTMS.COM	United States	GoDaddy.com, LLC	N/A
TARGETECTRVIEWER.COM	United States	GoDaddy.com, LLC	N/A
TARGETEMAPPER.COM	United States	GoDaddy.com, LLC	N/A
TARGETENCODER.COM	United States	GoDaddy.com, LLC	N/A
TARGETESAE.COM	United States	GoDaddy.com, LLC	N/A
TARGETESTUDIO.COM	United States	GoDaddy.com, LLC	N/A
TARGETESTUDIO.NET	United States	GoDaddy.com, LLC	N/A
TARGETHEALTH.COM	United States	GoDaddy.com, LLC	N/A
TARGETHEALTHGLOBALPARTNERSHIP.COM	United States	GoDaddy.com, LLC	N/A
TARGETHEALTHMAIL.COM	United States	GoDaddy.com, LLC	N/A
TARGETHEALTHNEWSLETTER.COM	United States	GoDaddy.com, LLC	N/A
targethealthra.com	United States	GoDaddy.com, LLC	N/A
TARGETHEALTHREPORT.COM	United States	GoDaddy.com, LLC	N/A

TARGETHEALTHREPORTS.COM	United States	GoDaddy.com, LLC	N/A
TARGETHEALTHSOFTWARE.COM	United States	GoDaddy.com, LLC	N/A
TARGETHEALTHSURVEY.COM	United States	GoDaddy.com, LLC	N/A
TARGETMAPPER.COM	United States	GoDaddy.com, LLC	N/A
THIMANAGE.COM	United States	GoDaddy.com, LLC	N/A
THIREPORT.COM	United States	GoDaddy.com, LLC	N/A
THIREPORTS.COM	United States	GoDaddy.com, LLC	N/A
TRAPFMF.COM	United States	GoDaddy.com, LLC	N/A
TREATCLINICAL.COM	United States	GoDaddy.com, LLC	N/A
TTPCLINICAL.COM	United States	GoDaddy.com, LLC	N/A
vtvdocs.com	United States	GoDaddy.com, LLC	N/A