

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5929601

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
TC CANADA HOLDINGS ULC	12/31/2019
RECEIVING PARTY DATA	
Name:	TRIALCARD INCORPORATED
Street Address:	2250 PERIMETER PARK DRIVE
Internal Address:	SUITE 300
City:	MORRISVILLE
State/Country:	NORTH CAROLINA
Postal Code:	27560
PROPERTY NUMBERS Total: 3	
Property Type	Number
Application Number:	14265118
Application Number:	14831701
Application Number:	15072702
CORRESPONDENCE DATA	
Fax Number:	(919)821-6800
<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:	919-838-2034
Email:	pkarmire@smithlaw.com
Correspondent Name:	PERKY L. KARMIRE / SMITH ANDERSON LAW FIRM
Address Line 1:	150 FAYETTEVILLE STREET
Address Line 2:	SUITE 2300
Address Line 4:	RALEIGH, NORTH CAROLINA 27601
NAME OF SUBMITTER:	PERKY L. KARMIRE
SIGNATURE:	/s/ Perky L. Karmire
DATE SIGNED:	01/27/2020
This document serves as an Oath/Declaration (37 CFR 1.63).	
Total Attachments: 6	
source=Asset Transfer Agreement (TC Canada Holdings - IP and Equity Interests) - TrialCard - EXECUTED (12-31-19)#page1.tif	

source=Asset Transfer Agreement (TC Canada Holdings - IP and Equity Interests) - TrialCard - EXECUTED (12-31-19)#page2.tif

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ASSET TRANSFER AGREEMENT

This Asset Transfer Agreement (the “Agreement”), dated as of December 31, 2019, is by and between TC Canada Holdings ULC, a British Columbia unlimited liability corporation (“Transferor”), and TrialCard Incorporated, a North Carolina corporation (“Transferee”).

WHEREAS, Transferor is the successor-in-interest to all assets formerly owned by Biopolicy Innovations Inc., a British Columbia corporation, following an amalgamation with such company, and therefore owns certain assets, including all of the outstanding equity interests of Biopolicy Innovations LLC, a Washington limited liability company, and the Intellectual Property set forth in Schedule 1; and

WHEREAS, in connection with a reorganization, Transferor and Transferee desire to enter into this Agreement pursuant to which Transferor will convey certain assets to Transferee, on the terms and subject to the conditions set forth in this Agreement (the “Asset Transfer”).

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Transfer of Assets. On the terms and subject to the conditions set forth in this Agreement, Transferor hereby assigns, transfers, delivers and conveys, to Transferee, and Transferee does hereby acquire and accept from the applicable Transferor, all of Transferor’s right, title and interest in, to and under all of the assets of Transferor described in Schedule 1 (the “Assets”), together with all rights and remedies related to past, present and future infringement thereof and rights to protection of interests related thereto under all applicable laws.

2. Assumption of Liabilities. Transferee will not assume any liabilities of Transferor in connection with the Asset Transfer. Transferee will only assume the liabilities relating to or arising out of the Assets to the extent arising after the date hereof (the “Assumed Liabilities”). Nothing contained herein shall prevent Transferee or its affiliates from contesting in good faith any of the Assumed Liabilities with any third-party obligee.

3. Consideration. As consideration for the transfer of Assets set forth under Section 1, Transferee agrees to assume the Assumed Liabilities.

4. Representations and Warranties of Transferor.

(a) Organization of Transferor. Transferor is a unlimited liability corporation duly organized and in good standing under the laws of the relevant jurisdiction.

(b) Authority. Transferor has all requisite power and authority to execute and deliver this Agreement, to carry out its obligations hereunder, and to consummate the transactions contemplated hereby. Transferor has obtained all necessary limited liability company approvals for the execution and delivery of this Agreement, the performance of its obligations hereunder, and the consummation of the transactions contemplated hereby. This Agreement has been duly executed and delivered by Transferor and (assuming due authorization, execution and delivery by Transferee) shall constitute Transferor’s legal, valid and binding obligation, enforceable against it in accordance with its terms.

(c) Ownership and Transfer of Assets. Transferor has valid, good and marketable title to, or in the case of leased or subleased Assets, valid and subsisting leasehold interests in, all

of the Assets of Transferor, and such Assets of Transferor are free and clear of all liens. Transferor has the unrestricted right to sell, transfer, assign, convey and deliver to Transferee all right, title and interest in and to, or in the case of leased or subleased Assets of Transferor, all right, title and interest in and to the leasehold interest relating to, the Assets of Transferor without penalty or other adverse consequences.

(d) Residence. Transferor is not a non-resident of Canada within the meaning of such term in the Income Tax Act (Canada).

5. Representations and Warranties of Transferee.

(a) Organization of Transferee. Transferee is a corporation duly organized and validly existing under the laws of the State of North Carolina.

(b) Authority. Transferee has all requisite power and authority to execute and deliver this Agreement, to carry out its obligations hereunder, and to consummate the transactions contemplated hereby. Transferee has obtained all necessary corporate approvals for the execution and delivery of this Agreement, the performance of its obligations hereunder, and the consummation of the transactions contemplated hereby. This Agreement has been duly executed and delivered by Transferee and (assuming due authorization, execution and delivery by Transferor) shall constitute Transferee's legal, valid and binding obligation, enforceable against it in accordance with its terms.

6. Further Assurances. Transferor and Transferee agree to execute any and all documents and instruments of transfer, assignment, assumption or novation and to perform such other acts as may be reasonably necessary or expedient to vest in Transferee (or one or more of its designated affiliates) all of Transferor's right, title and interest in the Assets and to otherwise further the purposes of this Agreement and the transactions contemplated hereby.

7. Entire Agreement. This Agreement constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, representations and warranties and agreements, both written and oral, with respect to such subject matter.

8. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

9. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Agreement.

10. Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

11. Amendment and Modification; Waiver. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder

preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

12. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of North Carolina without giving effect to any choice or conflict of law provision or rule (whether of the State of North Carolina or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of North Carolina.

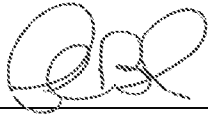
13. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

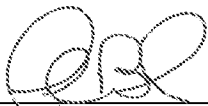
TRANSFEROR:

TC CANADA HOLDINGS ULC

By: 
Name: Mark Bouck
Its: Chief Executive Officer

TRANSFeree:

TRIALCARD INCORPORATED

By: 
Name: Mark Bouck
Its: Chief Executive Officer

SCHEDULE 1

Assets

Equity Interests

All outstanding equity interests of Biopolicy Innovations LLC

Intellectual Property

“Intellectual Property” means all of the following owned by Transferor:

- (a) “Trade Names,” which includes trademarks, service marks, trade dress, trade names, logos and Internet domain names (and all translations, transliterations, adaptations, derivations and combinations of the foregoing), together with all of the goodwill associated therewith, including, but not limited to, the unregistered trademarks and domain names set forth in the lists of Unregistered Intellectual Property and Registered Intellectual Property in this Schedule I;
- (b) “Software,” which includes the source code, object code, data, databases and documentation, along with any associated trade secrets, and confidential know-how, inventions, improvements, specifications, business and manufacturing methods and processes, designs, formulae, recipes, techniques, technical data and manuals, and research and development information and confidential information, and any related patents, patent applications, and patent disclosures;
- (c) “Non-Competition Agreement,” which includes Transferor’s rights under any non-competition agreements; and
- (d) “Customer Relationships,” which includes any relationships with any customers of Transferor and any associated trade secrets and confidential information.

Intellectual Property shall also include any registrations, applications and renewals for any of the foregoing, as applicable, and moral rights to any of the foregoing.

For the avoidance of doubt, the goodwill associated with the Assembled Workforce (AWF) of Transferor and any residual goodwill not associated with the items listed above will not be included within the definition of “Intellectual Property” and will not be transferred to Transferee.

Registered Intellectual Property

The following is Intellectual Property owned by the Transferor that is registered.

COUNTRY	TITLE	FILING DATE	APPLICATION #
United States	MULTIPLE COMPUTER SERVER SYSTEM FOR ORGANIZING HEALTHCARE INFORMATION	Apr 29, 2014	14/265,118
United States	MULTIPLE COMPUTER SERVER SYSTEM FOR ORGANIZING HEALTHCARE INFORMATION	Aug 20, 2015	14/831,701
United States	DRUG FORMULARY DOCUMENT PARSING AND COMPARISON SYSTEM AND METHOD	Mar 17, 2016	15/072,702