

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7031577

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	NANTHEALTH, INC.	01/29/2020
RECEIVING PARTY DATA		
Name:	VCCB HOLDINGS, INC.	
Street Address:	251 LITTLE FALLS DRIVE	
City:	WILMINGTON	
State/Country:	DELAWARE	
Postal Code:	19808	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	17528845
CORRESPONDENCE DATA		
Fax Number:	(949)760-9502	
<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:	9497600404	
Email:	efiling@knobbe.com	
Correspondent Name:	KNOBBE, MARTENS, OLSON & BEAR, LLP	
Address Line 1:	2040 MAIN STREET, 14TH FLOOR	
Address Line 4:	IRVINE, CALIFORNIA 92614	
ATTORNEY DOCKET NUMBER:	MASNH.1338C5	
NAME OF SUBMITTER:	SPENCER CARTER	
SIGNATURE:	/Spencer Carter/	
DATE SIGNED:	11/18/2021	
Total Attachments: 6		
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Date:

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Client Code:
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ASSIGNMENT

This PATENT ASSIGNMENT (this "Assignment"), is made and entered into as of February 3, 2020 (the "Effective Date"), by and among NantHealth, Inc., a Delaware corporation, ("ASSIGNOR") and VCCB Holdings, Inc., a Delaware corporation ("ASSIGNEE").

WHEREAS, ASSIGNOR, on the one hand, and ASSIGNEE and certain of its affiliates, on the other hand, have entered into that certain Asset Purchase Agreement, dated January 13, 2020 (the "Purchase Agreement"), pursuant to which ASSIGNOR has agreed to assign certain assets to ASSIGNEE and its affiliates.

WHEREAS, pursuant to the Purchase Agreement, ASSIGNOR desires to assign to ASSIGNEE, and ASSIGNEE desires to accept, all right, title and interest in and to the following United States Letters Patents in the United States (hereinafter "the Patents"):

<u>Serial No.</u>	<u>Filing Date</u>	<u>Title</u>
62/01,1643	06-13-2014	Alarm Fatigue Management Systems and Methods
14/738,658	06-12-2015	Alarm Fatigue Management Systems and Methods
16/155,006	10-09-2018	Alarm Fatigue Management Systems and Methods
62/042,110	08-26-2014	Real-Time Monitoring Systems and Methods
14/835,709	08-26-2015	Real-Time Monitoring Systems and Methods in a Healthcare Environment
16/146,974	09-28-2018	Real-Time Monitoring Systems and Methods in a Healthcare Environment
16/410,939	05-13-2019	Real-Time Monitoring Systems and Methods in a Healthcare Environment

NOW, THEREFORE, in consideration of the premises and the mutual agreements and other covenants set forth herein, and such other good and valuable consideration as agreed between the ASSIGNOR and ASSIGNEE under the Purchase Agreement, the receipt of which is hereby acknowledged, the ASSIGNOR makes the following assignment and ASSIGNOR and ASSIGNEE agree as follows:

1. Assignment of Patents.

ASSIGNOR does hereby sell, assign, transfer, and convey to ASSIGNEE, its successors, legal representatives, and assigns, the entire right, title, and interest throughout the world in and to the Patents and all Patents that may be granted thereon, and all provisional applications relating thereto, (including but not limited to U.S. Provisional Application No(s)., filed (respectively if plural

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applications)), and all divisions, continuations, reissues, reexaminations, renewals, and extensions thereof, and all rights of priority under International Conventions and applications for Letters Patent that may hereafter be filed for said improvements or for the said Patents in any country or countries foreign to the United States; and ASSIGNOR hereby authorizes and requests the Commissioner of Patents of the United States, and any Official of any country foreign to the United States, whose duty it is to issue patents on applications as aforesaid, to issue all Letters Patent for said improvements and all Letters Patents resulting from the Patents to ASSIGNEE, its successors, legal representatives, and assigns, in accordance with the terms of this Assignment, and assigns all claims for damages and all remedies arising out of any violation of the rights assigned hereby that may have accrued prior to the date of Assignment to ASSIGNEE, or may accrue hereafter, including, but not limited to, the right to sue for, collect, and retain damages for past infringements of the said Patents before or after issuance.

2. Further Assurances.

ASSIGNOR agrees, at the request of ASSIGNEE, to execute and deliver, or cause to be executed and delivered, any and all other instruments in writing, further applications, papers, affidavits, assignments and other documents, which may be reasonably required or necessary to more effectively secure to, record in the name of, protect and vest in, ASSIGNEE and its successors and assigns, the entire right, title and interest in and to the Patents and otherwise to effectuate fully the purposes, terms and conditions of this Assignment.

3. Miscellaneous.

This Assignment shall not enlarge, restrict or otherwise modify the terms of the Purchase Agreement or constitute a waiver or release of any of the terms of the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern. If, for any reason, a court of competent jurisdiction finds any provision of this Assignment, or portion thereof, to be invalid or unenforceable, that provision shall be limited or eliminated to the minimum extent necessary so that this Assignment shall otherwise remain in full force and effect and enforceable. This Assignment will be governed by and construed in accordance with the laws of the State of California, without regard to applicable principles of conflicts of law.

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 29th day of January, 2020

NantHealth, Inc.

VCCB Holdings, Inc.

Assignor (Conveying Party)

Assignee (Receiving Party)

By: [Signature]

By: _____

Name: Bob Petrou

Name: Micah Young

Title: CFO

Title: President

Date: 1/29/2020

Date: _____

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF _____

COUNTY OF _____

} ss.

On _____, before me, _____, notary public, personally appeared and who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[SEAL]

See Attached CA Acknowledgement
Notary Signature

ASSIGN3

[Signature Page to Patent Assignment]

PATENT
REEL: 058150 FRAME: 0702

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)

) ss.

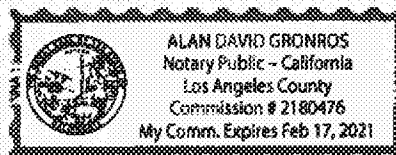
COUNTY OF Los Angeles

On Jan. 29, 2020, before me, Alan David Gronros Notary Public, personally appeared Bob Petru, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]
Signature (Seal)



IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 31 day of JANUARY, 2020

NantHealth, Inc.

Assignor (Conveying Party)

VCCB Holdings, Inc.

Assignee (Receiving Party)

By: _____

Name: _____

Title: _____

Date: _____

By: Micah Young

Name: Micah Young

Title: President

Date: 1/31/2020

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF _____

COUNTY OF _____

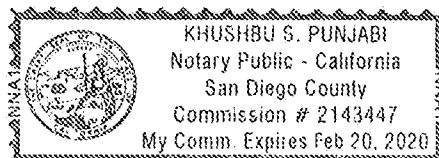
ss.

On 01/31/2020, before me, Khushbu S. Punjabi, notary public, personally appeared and who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[SEAL]



ASSIGN3

[Signature]
Notary Signature

[Signature Page to Patent Assignment]

PATENT
REEL: 058150 FRAME: 0704

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of San Diego

On 1/21/2020 before me, Khushbu S. Punjabi, Notary Public

Here Insert Name and Title of the Officer

personally appeared Mica Young

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Patent Assignment

Document Date: 01/21/2020 Number of Pages: 1

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer -- Title(s): _____

☐ Partner -- ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer -- Title(s): _____

☐ Partner -- ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____