

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7797798

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
SEQUENCE:	1	
CONVEYING PARTY DATA		
	Name	Execution Date
	MDDATACOR, LLC	05/19/2022
RECEIVING PARTY DATA		
Name:	AZARA INTERMEDIATE LLC	
Street Address:	70 BLANCHARD ROAD	
Internal Address:	SUITE #100	
City:	BURLINGTON	
State/Country:	MASSACHUSETTS	
Postal Code:	01803	
PROPERTY NUMBERS Total: 2		
Property Type	Number	
Patent Number:	8224665	
Patent Number:	8538773	
CORRESPONDENCE DATA		
Fax Number:	(617)603-3305	
<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:	6176033304	
Email:	ekaravitch@feinberghanson.com	
Correspondent Name:	EMILY KARAVITCH	
Address Line 1:	855 BOYLSTON STREET	
Address Line 2:	8TH FLOOR	
Address Line 4:	BOSTON, MASSACHUSETTS 02116	
NAME OF SUBMITTER:	FEINBERG HANSON	
SIGNATURE:	/feinberg hanson/	
DATE SIGNED:	02/15/2023	
Total Attachments: 6		
source=#28710592v1 - (Intellectual Property Assignment - MDdatacor LLC)52#page1.tif		
source=#28710592v1 - (Intellectual Property Assignment - MDdatacor LLC)52#page2.tif		
source=#28710592v1 - (Intellectual Property Assignment - MDdatacor LLC)52#page3.tif		

source=#28710592v1 - (Intellectual Property Assignment - MDdatacor LLC)52#page4.tif
source=#28710592v1 - (Intellectual Property Assignment - MDdatacor LLC)52#page5.tif
source=#28710592v1 - (Intellectual Property Assignment - MDdatacor LLC)52#page6.tif

INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (the "**Assignment**"), dated as of May 19, 2022, is made between MDdatacor, LLC, a Delaware limited liability company ("**ASSIGNOR**"), and Azara Intermediate LLC (f/k/a Azara Intermediate Holdco LLC), a Delaware limited liability company ("**ASSIGNEE**") (collectively, the "**Parties**").

WHEREAS, ASSIGNOR is the owner of certain intellectual property; and

WHEREAS, ASSIGNOR is dissolving in accordance with the Plan of Dissolution and Liquidation of MDdatacor, LLC, dated as of May 19, 2022 (the "**Plan**"), whereby ASSIGNOR will convey, transfer, and assign to ASSIGNEE all of its assets, including without limitation its right, title and interest in and to all intellectual property of ASSIGNOR, and has agreed to execute and deliver this Assignment for recording with the United States Patent and Trademark Office, and corresponding entities or agencies in any applicable jurisdictions.

NOW, THEREFORE, in accordance with the terms and conditions of the Plan, the Parties, intending to be legally bound hereby, do agree as follows:

1. Assignment. ASSIGNOR hereby sells, assigns, transfers, and conveys to ASSIGNEE, and ASSIGNEE hereby accepts, the entire right, title, and interest in and to the following (collectively, the "**Assigned IP**"):
 - a. All patents and patent applications, including without limitation the patents and patent applications set forth on **Schedule A** hereto, including divisionals, continuations, continuations-in-part, substitutions, reissues, reexaminations, extensions, or restorations of any of the foregoing, and other governmental authority-issued indicia of invention ownership (including certificates of invention, petty patents, and patent utility models), and all inventions (whether patentable or not), invention disclosures, and improvements thereof of any of the foregoing, obtained for the patents in the United States or any other country, together with the right to claim priority under any international convention in all member countries thereof (collectively, the "**Patents**");
 - b. All trademark registrations and applications, including without limitation the trademark registrations and applications set forth on **Schedule B** hereto and all issuances, extensions, and renewals thereof (the "**Trademarks**"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;
 - c. All copyright registrations, including without limitation the copyright registrations, applications for registration and exclusive copyright licenses set forth on **Schedule C** hereto and all issuances, extensions, and renewals thereof (the "**Copyrights**");
 - d. All rights of any kind whatsoever of ASSIGNOR accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
 - e. Any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

- f. Any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.
2. Recordation and Further Actions. ASSIGNOR hereby authorizes the United States Patent and Trademark Office, the Register of Copyrights in the United States Copyright Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Assignment upon request by ASSIGNEE. Following the date hereof, upon ASSIGNEE'S reasonable request, and at ASSIGNEE'S sole cost and expense, ASSIGNOR shall take such steps and actions, and provide such cooperation and assistance to ASSIGNEE and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may reasonably be necessary to effect, evidence, or perfect the assignment of the Assigned IP to ASSIGNEE, or any assignee or successor thereto.
3. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Assignment delivered by e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.
4. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
5. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]


IN WITNESS WHEREOF, ASSIGNOR and ASSIGNEE have executed this Assignment on the dates indicated below.

ASSIGNOR:

MDDATACOR, LLC

ASSIGNEE:


AZARA INTERMEDIATE LLC

By: 

Name: Jeffrey A. Brandes

Title: Chief Executive Officer

Date: 2-14-23

By: 

Name: Jeffrey A. Brandes

Title: Chief Executive Officer

Date: 2-14-23

SCHEDULE A

Patents

Description	Patent No	Application No
Estimating Healthcare Outcomes for Individuals	8224665	12/146,727
Healthcare Quality Measurement	8538773	12/788,242

SCHEDULE B

Trademarks

Mark	Registration Number	Serial Number
MU Assistant	4088937	85193586
Go Score Calculator	4478346	77824116
Go Score	4478347	77824162
MDinsight	2794857	78195216
MD Datacor	2738237	76295283

SCHEDULE C

Copyrights

None.