# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM535876

SUBMISSION TYPE:	NEW ASSIGNMENT
------------------	----------------

**NATURE OF CONVEYANCE:** ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Carestream Health, Inc.		08/01/2019	Corporation: DELAWARE

### **RECEIVING PARTY DATA**

Name:	Philips Healthcare Informatics, Inc.		
Street Address:	3000 Minuteman Road		
Internal Address:	o Philips Holding USA Inc.		
City:	Andover		
State/Country:	MASSACHUSETTS		
Postal Code:	01810		
Entity Type:	Corporation: DELAWARE		

#### **PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark			
Registration Number:	5311571	MYVUE			
Registration Number:	4441031	MYVUE			

## CORRESPONDENCE DATA

Fax Number: 8669471121

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.

Phone: 585-263-1000

Email: nytm@nixonpeabody.com

Kristen Mollnow Walsh, Nixon Peabody LLP **Correspondent Name:** 

Address Line 1: 1300 Clinton Square

Address Line 4: Rochester, NEW YORK 14604

ATTORNEY DOCKET NUMBER:	46703-2
NAME OF SUBMITTER:	Kristen Mollnow Walsh
SIGNATURE:	/kristenmollnowwalsh/
DATE SIGNED:	08/08/2019

#### **Total Attachments: 4**

source=MyVue US Assignment#page1.tif source=MyVue US Assignment#page2.tif source=MyVue US Assignment#page3.tif

> TRADEMARK REEL: 006716 FRAME: 0105

900510375

source=MyVue US Assignment#page4.tif

### TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "<u>Agreement</u>"), dated as of August 1, 2019 (the "<u>Effective Date</u>"), is made by and between CARESTREAM HEALTH, INC., a Delaware corporation ("<u>Assignor</u>"), and PHILIPS HEALTHCARE INFORMATICS, INC., a Delaware corporation ("<u>Assignee</u>") (each of Assignor and Assignee, a "Party," and, collectively, the "Parties").

WHEREAS, reference is made to the Intellectual Property Agreement, dated as of August 1, 2019, by and between Assignor and Assignee (the "IP Agreement"), wherein Assignee agreed to purchase certain assets of Assignor, and it was agreed that all rights of Assignor in and to the Assigned IP (as defined below) are assigned from Assignor to Assignee;

WHEREAS, pursuant to the IP Agreement, Assignor assigned to Assignee, and Assignee acquired from Assignor, all of the Assignor's right, title, and interest in and to all Trademarks included in such assets, including those trademarks and trademark applications set forth on Schedule A attached hereto ("Assigned IP");

NOW, THEREFORE, in consideration of the premises and covenants set forth in this Agreement and in the IP Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intend to be legally binding hereby, each of Assignor and Assignee hereby agree as follows:

- 1. <u>Definitions</u>. Capitalized terms used but not defined in this Assignment have the means ascribed to them in the IP Agreement.
- 2. Assignment. Subject to the terms and conditions of the IP Agreement, Assignor confirms that it has sold, transferred, assigned, conveyed, and delivered to Assignee, and Assignee has accepted, for its own use and enjoyment and for the use and enjoyment of Assignee's successors, assigns, or other legal representatives, the sale, transfer, assignment, conveyance, and delivery of, all of Assignor's rights, title and interest in and to the Assigned IP, together with the goodwill of the business associated therewith and symbolized thereby, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Agreement and sale had not been made, together with all rights of priority and renewals, and all income, royalties or payments due or payable as of the Effective Date or thereafter, and all past, present and future claims, counterclaims, credits, causes of action, choses in action, rights of recovery and rights of setoff against third persons for infringement or other violation of the Assigned IP, together with the right to sue for and collect any resulting recovery of damages, lost profits, legal fees and costs, including from acts which may have occurred prior to the Effective Date for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives. Assignor hereby authorizes and requests the Commissioner of Trademarks, or the applicable official, at the United States Patent and Trademark Office, and any official of any other jurisdiction or organization whose duty it is to issue trademarks, or any legal equivalent thereof, to record Assignee as the assignee and the owner of all right, title, and interest in and to the Assigned IP.

4836-0863-4782.1

- 3. <u>Governing Law</u>. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW.
- 4. <u>Counterparts</u>. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same Agreement.
- 5. <u>Conflicts</u>. If any provision contained in this Agreement conflicts with any provision in the IP Agreement, the provision contained in the IP Agreement shall govern and control.

4836-0863-4782.1

IN WITNESS WHEREOF, Assignor and Assignee each has caused this instrument to be executed by its respective duly authorized representative as of the Effective Date.

CARESTREAM HEALTH, INC.

By:\_

Name: Reed L. Christiansen Title: Chief Patent Counsel

PHILIPS HEALTHCARE INFORMATICS,

INC.

By:\_

Name: Joseph E. Innamorati

Title: Senior Legal Counsel

# **SCHEDULE A**

Mark	Country	Status	Owner	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Renewal Date	Class
MyVue	United States	ISSUED	Carestream Health, Inc.	85/664996	06/29/2012	4441031	11/26/2013	11/26/2023	9
MyVue	United States	ISSUED	Carestream Health, Inc.	86/157172	01/03/2014	5311571	10/17/2017	10/17/2027	9

4836-0863-4782.1

**RECORDED: 08/08/2019**