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Settlement Agreement and General Release of Claims

THIS SETTLEMENT AGREEMENT AND GENERAL RELEASE OF CLAIMS (this "***Agreement***"), deemed effective as of September 8, 2023 ("***Effective Date"***), is entered into by and between NOVARAD CORPORATION, a Utah corporation based in Provo, Utah ("***Novarad***") and NEURASIGNAL, INC., a Delaware corporation with a principal place of business at 1109 Westwood Blvd., Los Angeles, CA 90024 ("***NeuraSignal***"). The parties may be referred to herein individually as a "***Party***" and collectively as the "***Parties***."

Recitals

WHEREAS, Novarad has used the NOVARAD trademark continuously in commerce in the medical field for more than 25 years (since August 31, 1998), and over the 14 years since its first use, Novarad began using (and continues to use) various other Nova-formative marks in commerce in the medical field, including NOVARAD, NOVAPACS, NOVA RIS, NOVASCAN, NOVAORTHO, NOVAMG, NOVADASH, NOVAPRO, NOVACARDIO, NOVADOSE, NOVA3D+, NOVARAD MOBILERAD (collectively, the "**Novarad Marks**"); and Novarad has registered these twelve Nova-formative marks with the U.S. Patent and Trademark Office (the "**USPTO**");

WHEREAS, NovaSignal Corp., a Delaware corporation that has or had a principal place of business on Sepulveda Boulevard in Los Angeles, California ("**NovaSignal**") (a) was incorporated in California under the name Neural Analytics, Inc. on February 6, 2013, (b) was merged into a Delaware corporation (*with the same name*) on March 21, 2017, and (c) changed its name to NovaSignal Corp. on July 6, 2020 (For the absence of any doubt, as used herein, the term "**NovaSignal**" will be deemed to refer to the initial California corporation and the surviving Delaware corporation after the merger (both before and after its name change);

WHEREAS, for several years, NovaSignal developed and marketed technology for use in the medical field under the Neural Analytics name and other Neural-formative names (such as NEURALBOT);

WHEREAS, NovaSignal has adopted and/or used several Nova-formative trademarks (including but not limited to NOVASIGNAL, NOVAVIEW, NOVAKIT, NOVABOT, NOVAGUIDE, and NOVACARE) and has made various applications to register certain of such marks with the USPTO and in other jurisdictions;

WHEREAS, Novarad has opposed certain of such applications that have been published for opposition with the USPTO;

WHEREAS, on February 16, 2022, Novarad filed a Complaint for trademark infringement and unfair competition against NovaSignal in the United States District Court for the Central District of California as Case No. 2:22-cv-01077, and on April 18, 2022, NovaSignal filed an

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Answer, Affirmative Defenses and Counterclaims therein, each making various allegations and claims that have been litigated up to the time of this Agreement (collectively, the "**Litigation**");

WHEREAS, NovaSignal and NeuraSignal have informed Novarad that an institutional creditor of NovaSignal foreclosed upon certain NovaSignal assets (including but not limited to the intellectual property and other assets involved in the Litigation) (the "**Assets**") and that the creditor thereafter sold, conveyed, and transferred the Assets to NeuraSignal;

WHEREAS, pursuant to a Bill of Sale dated 30 June 2023, NeuraSignal became the owner and successor-in-interest of the trademarks and trademark applications identified in **Exhibit A**.

WHEREAS, on 5 July 2023, NeuraSignal recorded assignments at the U.S. Patent and Trademark Office reflecting that NeuraSignal had become successor-in-interest to the NovaSignal trademark applications filed there;

WHEREAS, NeuraSignal understands that NovaSignal has ceased operations and its board and management have resigned;

WHEREAS, on 9 November 2023, Novarad obtained a default certificate in the Litigation against NovaSignal on all of Novarad's claims and against NovaSignal's counterclaim;

WHEREAS, on 6 August 2024, Novarad obtained a default judgment against NovaSignal in the Litigation;

WHEREAS, NeuraSignal was not named in the Litigation, and NeuraSignal expressly disclaims that it has any successor liability for the liabilities of NovaSignal, but out of an abundance of caution, NeuraSignal nevertheless wishes to resolve any and all claims and potential claims relating to the allegations made by Novarad in the Litigation;

WHEREAS, the Parties agree that it is in their mutual best interest that the NS Nova-Marks (as defined below) do not become open for use by third parties;

WHEREAS, the Parties desire to effect a settlement, compromise, and release of all claims and allegations involved in the Litigation and all other claims with respect to any other matter or issue, and the Parties desire that the terms and conditions of their settlement, compromise, and release be stated in this Agreement.

NOW, THEREFORE, in consideration of the promises and mutual covenants and agreements herein contained, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Parties hereby agree as follows:

1. ***List of "Nova" Marks Used by NovaSignal or NeuraSignal***. NeuraSignal represents and warrants that **Exhibit A** contains a true, correct, and complete list (with owner, countries of use, dates of first use, and registration and application numbers and dates, as

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applicable) known to NeuraSignal of all (a) registered Trademarks (as defined below), (b) unregistered Trademarks, and (c) applications for registration of Trademarks therefor that contain, reference, or otherwise use "Nova" and have been used or applied in any way as an identifier to any extent by either NovaSignal or NeuraSignal or their respective predecessors, successors, principals, or affiliates (collectively, the "**NS Nova-Marks**").

The term "**Trademarks**" means all trademarks, service marks, goods marks, fictional business names, trade names, commercial names, certification marks, collective marks, and alphanumeric designations associated therewith, and any and all associated registrations, renewals, applications for registration, equivalents, and counterparts of the foregoing in any and all jurisdictions or countries worldwide

2. ***List of "Nova" Domains Used by NovaSignal or NeuraSignal***. NeuraSignal represents and warrants that **Exhibit B** contains a true, correct, and complete list of all domain name registrations and applications therefor that contain, reference, or otherwise use "Nova" and have been used or applied in any way as an identifier to any extent by either NovaSignal or NeuraSignal or their respective predecessors, successors, principals, or affiliates (collectively, the "**NS Nova-Domains**").

3. ***Abandonment of Applications and Registrations***. As a condition to this Agreement, within five (5) days of the the last party's signature on this Agreement, NeuraSignal, successor in interest of NovaSignal, agrees to execute and file with the Trademark Trial and Appeal Board the Express Withdrawal of Applications in the form of **Exhibit C** hereto to abandon any and all applications for registration, equivalents, and counterparts for the NS Nova-Marks with the USPTO (the "**Applications**"). Within five (5) days of the last party's signature on this Agreement, NeuraSignal also agrees to execute and deliver an application Express Withdrawal of Application or Express Abandonment of Registration for any and all NS Nova-Marks listed in **Exhibit A**.

4. ***Release of Claims***. Except as to the covenants and obligations contained in this Agreement, each of the Parties for themselves and for their current, former and future representatives, agents, partners, trustees, shareholders, officers, directors, beneficiaries, predecessors and attorneys, and their respective successors and assigns, and all other persons or entities who may ever claim by, through, or under each such party, do hereby fully, completely, absolutely and forever discharge, release, waive, relinquish and relieve each of the other Parties, and their respective current, former and future trustors, trustees, personal representatives, predecessors, affiliates, employees, members, managers, officers, shareholders, directors, beneficiaries, subsidiaries, affiliates, heirs, attorneys, agents, representatives, and their respective successors and assigns, from any and all rights, claims, suits, actions, causes of action, proceedings, judgments, charges, complaints, damages, debts, fees, liabilities, demands, obligations, commitments, promises, acts, agreements, costs and expenses (including, without limitation, attorneys' fees), of whatever kind or nature, which do or may exist relating to or arising from any matter, relationship or issue of any kind or nature (including but not limited to any allegations or claims made in the

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Litigation or in the USPTO or TTAB Proceedings), whether known or unknown, suspected or unsuspected, asserted or unasserted, or absolute or contingent (collectively, the "**Claims**") that may have arisen before the Effective Date of this Agreement. For avoidance of doubt, the release in this Section 4 includes Novarad's Claims against NovaSignal to the extent, if any, that they may be applicable against NeuraSignal.

Any ambiguities relating to this Section 4 shall be resolved in favor of release and waiver of the Claims. Each of the Parties acknowledge this release as sufficient consideration for the execution, delivery and enforcement of this Agreement. The Parties each respectively represent and warrant that they have not assigned, conveyed, granted, transferred, pledged as security or collateral, or otherwise disposed of any of their respective Claims.

5. ***Representations and Warranties of NeuraSignal***. NeuraSignal represents and warrants as follows:

(a) All rights, titles, and interests in the NS Nova-Marks and all associated good will, intellectual property, and other assets have been transferred to NeuraSignal as a result of the foreclosure by an institutional creditor of NovaSignal, and NovaSignal retains none of such rights, titles, and interests.

(b) Without limitation of the generality of the foregoing, NeuraSignal is the sole owner and holder of all rights, titles, and interests in the Applications, and prior to the foreclosure transfer to NeuraSignal, neither NovaSignal nor NeuraSignal has assigned any of their respective rights, titles, and interests in the Applications.

(c) NeuraSignal has the full right, power and authority to make and effect the abandonment of the Applications and registered NS Nova-Marks contemplated in this Agreement.

6. ***NeuraSignal Obligations***. NeuraSignal shall:

(a) as of the Effective Date of this Agreement, NeuraSignal has begun transition from any and all use anywhere in the world of the NS Nova-Marks, provided that all such use, aside from the Permissible Uses (as defined below), shall fully terminate, cease, and desist as of December 31, 2024 ("**Transition Date**").

(b) as of the Effective Date of this Agreement, aside from the Permissible Uses, cease and desist from any and all use anywhere in the world of any Trademark that contains, references, or otherwise uses "Nova" or is otherwise confusingly similar to any of the Novarad Marks (and NeuraSignal hereby represents and warrants that it has already ceased and desisted from all such new usages);

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(c) on or before the Transition Date, aside from the Permissible Uses, destroy any and all materials within its possession, custody, or control that contain, reference, or otherwise use the NS Nova-Marks;

(d) not in the future use, register, or apply to register any Trademark anywhere in the world incorporating or comprising any of the NS Nova-Marks or any other Trademark that contains, references, or otherwise uses "Nova" or is otherwise confusingly similar to any of the Novarad Marks;

(e) not challenge, whether directly or indirectly, legally or equitably, the validity of the Novarad Marks or Novarad's ownership, right to use, or right to enforce the Novarad Marks or any new Trademark use or future application for Trademark registration that contains, references, or otherwise uses "Nova" or is identical or substantially similar to any Novarad Mark; except that Novarad shall not use, register, or apply to register NOVASIGNAL and NOVAGUIDE as a Trademark anywhere in the world;

(f) not assign or otherwise transfer any rights, titles, or interests in the NS Nova-Marks nor maintain or give any indication that it has any such rights, titles, or interests that it could assign or transfer.

7. ***Permissible Uses by NeuraSignal***. NeuraSignal shall be allowed to make the following limited uses of the NS Nova-Marks and NS Nova-Domains ("**Permissible Uses**"):

(a) NeuraSignal may use the NS Nova-Marks and NS Nova-Domains for its ordinary business purposes through the Transition Date.

(b) Before and after the Transition Date, NeuraSignal may, but is not obligated to, use of the NS Nova-Marks for the limited purpose of informing others that it has acquired the assets and business of NovaSignal. For instance, NeuraSignal may include language similar to the following in its materials:

> NeuraSignal is excited to announce the integration of NovaSignal's products and operations into our portfolio.

(c) After the Transition Date, NeuraSignal may continue to refer to and use (including by making them available through its websites) existing studies, articles, approvals, licenses, publications, or other materials that contain, reference, or otherwise use the NS Nova-Marks and NS Nova-Domains, including, for avoidance of doubt, instructional and informational material in printed form and video material such as recordings of webinars and customer testimonials.

(d) To avoid waste, NeuraSignal may sell and otherwise distribute its remaining stock of hardware products bearing any NS Nova-Mark or NS Nova Domain address until such stock is exhausted. After the Transition Date, any such sale or distribution must be

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accompanied with a conspicuous notice that NeuraSignal is the company that owns the assets, business and products that were formerly owned and operated by NovaSignal.

(e) After the Transition Date, NeuraSignal shall limit its use of the NS Nova-Domains exclusively for the purposes of redirecting visitors to non-Nova-formative NeuraSignal domains and receiving communications (e.g., email) sent to the NS Nova-Domains. Until December 31, 2025, NeuraSignal must display an interstitial page in the redirect flow with a notice as follows:

> NeuraSignal is excited to announce the integration of NovaSignal's products and operations into our portfolio. We are redirecting you to our website at [New Domain]. NeuraSignal is not affiliated with Novarad.

After, December 31, 2025, NeuraSignal must display an interstitial page in the redirect flow for at least 10 seconds with a notice as follows:

> This site is no longer active. If you are looking for NeuraSignal, this website will automatically redirect you to NeuraSignal.com in 10 seconds. NeuraSignal is not affiliated with Novarad.

8. ***Novarad Obligation***. Novarad shall not use, register, or apply to register NOVASIGNAL or NOVAGUIDE as a Trademark anywhere in the world.

9. ***Mutual Representations and Warranties***. Each of the Parties represents and warrants as to themselves as follows:

(a) They have had the opportunity to receive independent legal advice from their attorneys with respect to the advisability of entering into and executing this Agreement and effecting the settlement contemplated hereby.

(b) They do not rely nor have they relied upon any statement, representation, omission, or promise of any other party (or of any officer, agent, employee, representative, or attorney for any other party), in executing this Agreement, or in making the settlement provided for herein, except as expressly stated in this Agreement.

(c) They have investigated the facts pertaining to this Agreement and the settlement contemplated hereby and all matters pertaining hereto to the full extent they deem necessary.

(d) They and their undersigned representatives have all necessary power, authority and capacity, as applicable, to enter into, execute, and deliver this Agreement and to consummate and carry out the terms and respective obligations hereunder, and they are voluntarily doing so.

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(e) Their execution and delivery of this Agreement and their consummation and performance of the terms and their respective obligations hereunder have been duly authorized and approved by all requisite action by boards of directors or other bodies or parties, if applicable, on their part, and no other proceedings or actions on their part is necessary to authorize such execution, delivery, and performance.

(f) They have duly executed and delivered this Agreement, and this Agreement constitutes a legal, valid and binding obligation of them.

(g) They will execute all such additional documents and take all such additional actions as shall be necessary to carry out the provisions of this Agreement.

10. ***No Admissions of Liability or Wrongdoing***. Nothing contained herein shall be deemed an admission by any Party that the Party or its predecessors, successors, principals, or affiliates violated any state or federal law, infringed any intellectual property rights, or committed any wrongdoing whatsoever.

11. ***Adequate Consideration***. Each of the Parties agrees that this Agreement is supported by adequate consideration and that the Party is receiving a meaningful benefit in connection with this Agreement. Each of the Parties also understands and agrees that the other Parties are entering into this Agreement in reliance upon the Party's obligations under this Agreement.

12. ***Entire Agreement; Amendment***. This Agreement constitutes the entire agreement between the Parties relating to the subject matter hereof, and it may not be waived, amended, modified or changed, except pursuant to a written agreement signed by the Parties sought to be bound thereby. No purported oral modification, amendment, or change, whether prior or contemporaneous with the execution of this Agreement, shall have any effect.

13. ***Equally Drafted***. This Agreement shall be construed as if equally drafted by all Parties.

14. ***Applicable Law, Venue and Jurisdiction***. This Agreement shall, in all respects, be governed by the laws of the State of Utah. The Parties agree that the exclusive venues for all disputes, claims, actions or proceedings arising out of or related to this Agreement will be the state or federal courts located in Utah County, Utah or Los Angeles County, California. They do furthermore agree and submit to the personal jurisdiction of such courts for any proceeding arising out of or related to this Agreement.

15. ***Enforce to Fullest Extent Possible***. This Agreement, and the releases herein, shall be enforced to the fullest extent permitted by applicable law. If, for any reason, any provision of this Agreement is held to be invalid or unenforceable to any extent, then (a) such provision will be interpreted, construed or reformed to the extent reasonably required to render the same valid, enforceable and consistent with the original intent underlying such

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provision, and (b) such invalidity or unenforceability will not affect any other provision of this Agreement. No waiver of any term, condition or default of any term of this Agreement shall be construed as a waiver of any other terms, conditions or default.

16. ***Negotiations Not Admissible***. This Agreement is part of a proposed settlement of matters that could otherwise be the subject of litigation among the Parties hereto. This Agreement and all negotiations relating thereto are not admissible into evidence in any proceeding; provided, however, that this Agreement may be admissible in a proceeding to enforce its terms.

17. ***Breach of this Agreement***. In the event that any of the Parties breach this Agreement, the non-breaching Party shall have all remedies available to it pursuant to applicable law. Each Party acknowledges and agrees that there can be no adequate remedy at law for any breach of its obligations hereunder, that any such breach may result in irreparable harm to the other Parties, and therefore, that upon any such breach or any threat thereof, any Party shall be entitled to appropriate equitable relief (without the posting of any bond) in addition to whatever other remedies it might have at law or in equity.

18. ***Costs and Expenses***. Each of the Parties agrees to bear its own costs, expenses, and attorneys' fees incurred in connection with the Litigation and the negotiation, preparation, and consummation of this Agreement. No party, therefore, has any claim against another party hereto for costs, expenses, and attorneys' fees incurred in connection with or relating to the Litigation or the negotiation, preparation, and consummation of this Agreement.

19. ***Construction***. The title, headings and captions contained in this Agreement are for convenience only and shall neither restrict nor amplify the provisions thereof, nor be used in construing or interpreting this Agreement. Wherever the context so requires, the singular shall include the plural and any one gender (whether masculine, female or neuter) shall include the other genders. The word "including" shall mean "including but not limited to."

20. ***Counterparts***. This Agreement may be executed in counterparts, each of which shall be deemed an original and each of which together will constitute one instrument binding the Parties. Signatures via DocuSign and those transmitted via email and facsimile shall be treated as original signatures.

IN WITNESS WHEREOF, the undersigned have executed this Agreement on the dates shown below.

NOVARAD CORPORATION

By: Signed by: 39E8178E604E472... _____ 10/2/2024 _____

Wendell Gibby, Chief Executive Officer Date

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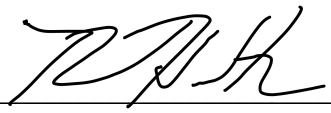
NEURASIGNAL, INC.

By: 

Robert Hamilton, Chief Executive Officer

30 SEP 2024

Date