

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM341218

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Lifetime Healthcare, Inc.		04/22/2015	Not-for-profit: NEW YORK
RECEIVING PARTY DATA			
Name:	Excellus Health Plan, Inc.		
Street Address:	165 Court Street		
City:	Rochester		
State/Country:	NEW YORK		
Postal Code:	14647		
Entity Type:	Not-for-profit corporation: NEW YORK		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2409139	EXCELLUS	
Registration Number:	2854442	MY HEALTH CONNECTION	
Registration Number:	2986078	SAFERX	
CORRESPONDENCE DATA			
Fax Number:	3154229331		
<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:	585-419-8636		
Email:	harrisbeachip@harrisbeach.com		
Correspondent Name:	Neal L. Slifkin, Harris Beach PLLC		
Address Line 1:	99 Garnsey Road		
Address Line 4:	Pittsford, NEW YORK 14534		
ATTORNEY DOCKET NUMBER:	055579		
NAME OF SUBMITTER:	Neal L. Slifkin		
SIGNATURE:	/Neal L. Slifkin/		
DATE SIGNED:	05/13/2015		
Total Attachments: 2			
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Assignment of Trademarks

WHEREAS, Lifetime Healthcare, Inc., a New York not-for-profit corporation, having an address of 165 Court Street, Rochester, New York 14647 (hereinafter "Assignor"), is the owner of United States trademarks, and the applications and registrations therefor, as identified on the attached Schedule A (hereinafter referred to as the "Marks" and the Applications/Registrations"); and

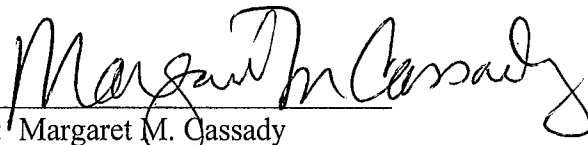
WHEREAS, Excellus Health Plan, Inc., a New York not-for-profit corporation, having an address of 165 Court Street, Rochester, New York 14647 (hereinafter "Assignee") is desirous of acquiring any and all rights that Assignor may have in and to said Marks and said Applications/Registrations therefor, together with the goodwill of the business in connection with which said Marks are used and which is symbolized by said Marks, along with the right to sue and recover for damages and profits for past infringements thereof.

NOW, THEREFORE, by good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign unto Assignee all right, title and interest in and to said Marks and the Applications/Registrations therefor for the United States and throughout the world, together with the goodwill of the business in connection with which said Marks are used and which is symbolized by said Marks, along with the right to sue and recover for damages and profits for past infringements thereof. Assignor represents that Assignee is a successor to the portion of business of the Assignor to which the Marks pertain.

Assignor agrees to execute and deliver at the request of the Assignee, all papers, instruments, and assignments, and to perform any other reasonable acts the Assignee may require, to vest all of Assignor's rights, title, and interest in and to said Marks and said Applications/Registrations in the Assignee and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by the Assignee, to the extent such evidence is in the possession or control of Assignor, which shall include, without limitation, execution of any forms, statements or other documents required by any trademark office relating to the Marks or the Applications/Registrations listed in Schedule A. Notwithstanding the foregoing, Assignee shall be exclusively responsible for any fees or payments to third parties arising from such efforts.

LIFETIME HEALTHCARE, INC.

Date: April 22, 2015

By: 
Name: Margaret M. Cassidy
Title: Assistant Secretary

SCHEDULE A

U.S. TRADEMARK REGISTRATIONS:

Mark	Registration No.
EXCELLUS	2,409,139
MY HEALTH CONNECTION	2,854,442
SAFERX	2,986,078