

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM388342

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Healthways, Inc.		06/17/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	MeYou Health, LLC		
Street Address:	701 Cool Springs Blvd.		
Internal Address:	c/o American Healthways Services LLC		
City:	Franklin		
State/Country:	TENNESSEE		
Postal Code:	37067		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	86319750	HELLO200	
Registration Number:	4790956	WALKADOO	
Registration Number:	4602792	WALKADOO	
Registration Number:	4404889	WELL-BEING TRACKER	
CORRESPONDENCE DATA			
Fax Number:	6152482954		
<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:	615-742-7944		
Email:	trademarks@bassberry.com		
Correspondent Name:	Martha B. Allard		
Address Line 1:	150 3rd Ave. S.		
Address Line 2:	Suite 2800		
Address Line 4:	Nashville, TENNESSEE 37201		
ATTORNEY DOCKET NUMBER:	011211-196		
NAME OF SUBMITTER:	Martha B. Allard		
SIGNATURE:	/Martha B. Allard/		
DATE SIGNED:	06/17/2016		

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Total Attachments: 3

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TRADEMARK ASSIGNMENT

TRADEMARK ASSIGNMENT made as of the 17th day of June, 2016 by and among Healthways, Inc., a Delaware corporation, with an address at 701 Cool Springs Boulevard, Franklin, TN 37067 (the "Assignor") and MeYou Health, LLC, a Delaware limited liability company, with an address at c/o American Healthways Services, LLC, 701 Cool Springs Boulevard, Franklin, TN 37067 (the "Assignee").

Assignor owns all right, title and interest to certain trademarks, the applications and/or registrations for which are set forth in SCHEDULE A (collectively, the "Trademarks"). Assignor wishes to assign all right, title and interest to the Trademarks to Assignee.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby irrevocably convey, transfer and assign to Assignee, its successors, assigns and legal representatives, and Assignee hereby accepts, the entire, full and exclusive right, title and interest in and to the Trademarks, together with the good will of the business symbolized by the Trademarks and any applications and/or registrations therefor, and the right (but not the obligation) to assert the Trademarks and to collect for all past, present and future infringements, and claims for damages and the proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits and all rights corresponding thereto throughout the world by reason of any past and future acts of infringement that have occurred or may occur.

If any of the Trademarks are the subject of an application based on Assignor's *bona fide* intent to use the Trademarks in commerce, Assignor hereby represents that Assignee is the successor to the portion of Assignor's ongoing and existing business to which the application and the Trademarks pertain.

Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment upon request by Assignee. Following the date hereof, upon Assignee's reasonable request, 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 be necessary to effect, evidence or perfect the assignment of the Trademarks to Assignee, or any assignee or successor thereto.

This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

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IN WITNESS WHEREOF, the parties have duly caused the execution of this Trademark Assignment to be effective as of the date written in the first paragraph above.

Healthways, Inc.

By: Alfred Lumsdaine
Alfred Lumsdaine (Jun 18, 2018)
Name: Alfred Lumsdaine
Title: Chief Financial Officer

MeYou Health, LLC

By: American Healthways Services, LLC, its
sole member

By: Healthways, Inc., its sole member

By: Alfred Lumsdaine
Alfred Lumsdaine (Jun 18, 2018)
Name: Alfred Lumsdaine
Title: Chief Financial Officer

SCHEDULE A

Trademarks

Mark / Title	Image	Date Filed	Serial No.	Registration Number	Registration Date	Status
HELLO200		Jun 25, 2014	86319750			Suspended
WALKADOO		May 13, 2013		1164372	Apr 1, 2014	Registered
WALKADOO		Nov 14, 2012	85779259	4790956	Aug 11, 2015	Registered
WALKADOO		Nov 14, 2012	85982278	4602792	Sep 9, 2014	Registered
WELL-BEING TRACKER		Apr 19, 2012	85603020	4404889	Sep 17, 2013	Registered