

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM407606

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
UCG, LLC		12/05/2016	Limited Liability Company: MARYLAND
RECEIVING PARTY DATA			
Name:	Decisionhealth, LLC		
Street Address:	9737 Washingtonian Blvd., Ste. 502		
Internal Address:	Two Washingtonian Center		
City:	Denver		
State/Country:	COLORADO		
Postal Code:	80202		
Entity Type:	Limited Liability Company: MARYLAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3235050	DH DECISIONHEALTH	
CORRESPONDENCE DATA			
Fax Number:	2023313101		
<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:	202 331 3100		
Email:	GTIPMAIL@gtlaw.com,strongg@gtlaw.com,WadykaS@GTLAW.com,dentonj@gt		
Correspondent Name:	Steve Wadyka		
Address Line 1:	2101 L Street, N.W., Suite 100		
Address Line 2:	GREENBERG TRAUIG, LLP		
Address Line 4:	Washington, D.C. 20031		
ATTORNEY DOCKET NUMBER:	079539.02000		
NAME OF SUBMITTER:	Steve J. Wadyka		
SIGNATURE:	/Steve J. Wadyka/		
DATE SIGNED:	12/05/2016		
Total Attachments: 2			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement") is made this 5th day of December, 2016, by and between UCG, LLC, a Maryland limited liability company ("Assignor"), and DecisionHealth, LLC, a Maryland limited liability company ("Assignee").

RECITALS

A. Assignor is the owner of the mark DH DECISIONHEALTH, U.S. Trademark Registration No. 3,235,050;

B. Assignor desires to assign and transfer to Assignee all of Assignor's right, title and interest in and to said mark together with the goodwill associated therewith.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged as satisfactory and adequate, the parties agree as follows:

1. Assignment.

Assignor, for itself and its predecessors in title, if any, hereby conveys, transfers, assigns, delivers, and contributes to Assignee: (i) any and all of Assignor's right, title and interest in and to the trademark DH DECISIONHEALTH (U.S. Trademark Registration No. 3,235,050, the "Mark") and all goodwill of the business symbolized by the Mark; (ii) any and all income, royalties, damages, and payments hereafter due or payable to Assignor with respect to the Mark, if any, including without limitation, damages and payments for past or future infringements and misappropriations of the Mark; and (iii) any and all rights to sue for past, present and future infringements or misappropriations of the Mark.

2. Miscellaneous.

(a) In furtherance of this Agreement, Assignor acknowledges that, from this date forward, the Assignee has succeeded to any and all of Assignor's right, title, and standing to: (i) receive all rights and benefits pertaining to the Mark; (ii) institute and prosecute all suits and proceedings and take all actions that the Assignee, in its sole discretion, may deem necessary or proper to collect, assert, or enforce any claim, right, or title of any kind in and to the Mark; and (iii) defend and compromise any and all such actions, suits, or proceedings relating to such transferred and assigned rights, title, interest, and benefits, and do all other such acts and things in relation thereto as the Assignee, in its sole discretion, deems advisable.

(b) Assignor hereby covenants and agrees to promptly execute, acknowledge or deliver all such other and further acts, assignments, transfers, assurances and instruments, including, but not limited to, requisite filings to be made with the United States Patent and Trademark Office, as Assignee may reasonably request in order to effectuate and perfect the assignment contemplated by this Agreement and to otherwise register and secure in Assignee's name the Mark. Assignor hereby further covenants and

agrees not to directly or indirectly contest or dispute, or assist any other party (other than Assignee) to contest or dispute, Assignee's right, title and/or interest in and to the Mark.

(c) This Agreement shall inure to the benefit of, and be binding upon, the parties hereto together with their respective legal representatives, successors, and assigns.

(d) This Agreement shall be governed by the laws of the State of Maryland without regard for its conflict of interest laws.

IN WITNESS WHEREOF, the parties have executed this Trademark Assignment Agreement as of the date first set forth above.

ASSIGNOR:

ASSIGNEE:

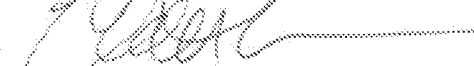
UCG, LLC

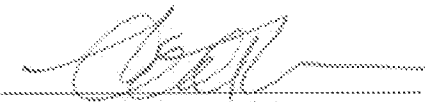
DecisionHealth, LLC, LLC

By: UCG Holdings Limited Partnership,
its Managing Member

By: UCG Compliance, LLC,
its Managing Member

By: United Communications Group, Inc.,
its general partner

By: 
Todd Foreman, Vice President

By: 
Todd Foreman, Manager