

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM409096

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Alignment Healthcare, LLC		05/09/2014	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Alignment Healthcare USA, LLC		
Street Address:	1100 W. Town & Country Road		
Internal Address:	Suite 1600		
City:	Delaware		
State/Country:	CALIFORNIA		
Postal Code:	92868		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	86018487	Q/C=V	
Serial Number:	86014220	ALIGNMENT HEALTHCARE	
Serial Number:	86018488	ALIGNMENT HEALTHCARE	
CORRESPONDENCE DATA			
Fax Number:			
	<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>		
Email:	kepark@paulweiss.com, aspoto@paulweiss.com		
Correspondent Name:	Kevin E. Park		
Address Line 1:	Paul Weiss Rifkind Wharton & Garrison LLP		
Address Line 2:	1285 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10019		
ATTORNEY DOCKET NUMBER:	20971-001		
NAME OF SUBMITTER:	Kevin Park		
SIGNATURE:	/Kevin Park/		
DATE SIGNED:	12/15/2016		
Total Attachments: 6			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“**IP Assignment**”), dated as of May 9, 2014, is made by Alignment Healthcare, LLC, a California limited liability company (“**Assignor**”), and Alignment Healthcare USA, LLC, a Delaware limited liability company (“**Assignee**”).

RECITALS

WHEREAS, pursuant to that certain (i) Management Unitholder’s Agreement, dated as of April 18, 2014, by and between Alignment Healthcare Partners, LP, a Delaware limited partnership (the “**Partnership**”), and John E. Kao (“**Kao**”), (ii) Management Unitholder’s Agreement, dated as of April 18, 2014, by and between the Partnership and Scott Reid (“**Reid**,” and collectively with Kao, the “**Transferors**”) and (iii) Limited Partnership Agreement of the Partnership, dated as of April 18, 2014, by and among General Atlantic (ALN HLTH) GP, LLC, a Delaware limited liability company, as General Partner, General Atlantic (ALN HLTH), LP, as a Limited Partner, Kao, Don Furman, M.D., Hyong (Ken) Kim, M.D., Paul Kusserow, Reid, Kerry Matsumoto, Chuck Weber, Michael Foster, Peter McKinley, Sergio Zaldivar, Charlotte LeBlanc and Vina Fuentebella (the “**LPA**”), the Transferors, as the sole owners of Assignor, have agreed to cause Assignor to convey to the Partnership all of Assignor’s right, title and interest to all of the Assigned IP (as defined below) of Assignor. The Partnership has in turn agreed to contribute the Assigned IP to Alignment Healthcare Holdings, LLC, a Delaware limited liability company (“**Holdings**”), which will then contribute the Assigned IP to Assignee.

WHEREAS, solely for administrative convenience and as set forth in that certain Asset Transfer Direction Letter, dated as of the date hereof, among the Transferors, Assignor, the Partnership, Holdings and the Assignee, the parties desire that Assignor contribute the Assigned IP directly to Assignee. Accordingly, the Assignors shall assign, transfer and convey the Assigned IP directly to the Assignee pursuant to the terms of this Agreement.

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto hereby agree as follows:

1. Assignment. Assignor hereby irrevocably conveys, transfers and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title and interest in and to the following (the “**Assigned IP**”):
 - a. all of Assignor’s trademarks, service marks, trade dress, trade names, taglines, brand names, logos and corporate names, including the trademark registrations and applications set forth in **Schedule 1** attached hereto, together with the goodwill connected with the use of and symbolized thereby and all issuances, extensions and renewals thereof (the “**Trademarks**”);

- b. all of Assignor's copyrights, mask works and designs, and all issuances, extensions and renewals thereof (the "**Copyrights**");
 - c. all of Assignor's domain names, including the domain names set forth in **Schedule 2** attached hereto and all extensions and renewals thereof (the "**Domain Names**");
 - d. all of Assignor's trade secrets, patents, know-how, inventions, processes, procedures, proprietary databases, confidential business information and other proprietary information, intellectual property and similar rights;;
 - e. all of Assignor's computer software programs, including all source code, object code, specifications, designs and documentation related thereto;
 - f. all rights of any kind whatsoever of Assignor accruing under any of the foregoing as they exist anywhere in the world, whether registered or unregistered, provided by applicable law of any jurisdiction, by international treaties and conventions;
 - g. any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
 - h. any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.
2. Recordation and Further Actions. Assignor authorizes the Commissioner for Trademarks and the Register of Copyrights and any other governmental officials to record and register this IP Assignment upon request by Assignee. Assignor shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned IP is properly assigned to Assignee, or any assignee or successor thereto.
3. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

4. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
5. Governing Law. This IP Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule therein.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, Assignor has duly executed and delivered this IP Assignment as of the date first above written.

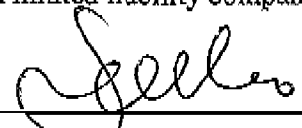
ASSIGNEE:

ALIGNMENT HEALTHCARE USA, LLC
a Delaware limited liability company

By: 
Name: *JOHN K/P*
Title: *CEO*

ASSIGNOR:

ALIGNMENT HEALTHCARE, LLC
a California limited liability company

By: 
Name: *JOHN K/P*
Title: *CEO*

SCHEDULE 1

ASSIGNED UNITED STATES TRADEMARKS REGISTRATIONS AND TRADEMARK APPLICATIONS

Mark: Alignment Care Coordination Model; S/N: 86/014212; F/D: July 18, 2013

Mark: Alignment Healthcare Logo (color); S/N: 86/018488; F/D: July 24, 2013

Mark: Alignment Healthcare; S/N: 86/014220 F/D: July 18, 2013

Mark: Q/C-V Logo; S/N: 86/018487; F/D: July 24, 2013

Mark: Care-As-A-Service – application yet to be filed

SCHEDULE 2
DOMAIN NAMES

alignmentfoundation.org
alignmentfoundation.org
alignmentfoundation.com
alignmentfoundation.com
alignmentfoundation.net
alignmentfoundation.net
alignmentfoundation.info
alignmentfoundation.info
alignmenthealthcare.org
alignmenthealthcare.com
alignmenthealthcare.net
alignmenthc.net
alignmenthc.us
alignmenthc.com
alignmenthc.info
alignmenthc.org
alignmenthc.CO
alignmenthc.MOBI
alignmenthc.BIZ