

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM429271

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Spyder Trap, Inc.		05/08/2017	Corporation: MINNESOTA
RECEIVING PARTY DATA			
Name:	Bright Health Inc.		
Street Address:	219 North 2nd Street		
Internal Address:	Suite 310		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55401		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4524439	SPYDER TRAP	
CORRESPONDENCE DATA			
Fax Number:	6126077100		
<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:	6126077325		
Email:	bgrahn@foxrothschild.com		
Correspondent Name:	Barbara Grahn		
Address Line 1:	222 South Ninth St		
Address Line 2:	Suite 2000		
Address Line 4:	Minneapolis, MINNESOTA 55402		
ATTORNEY DOCKET NUMBER:	204766.00014		
NAME OF SUBMITTER:	Barbara Grahn		
SIGNATURE:	/bjg/		
DATE SIGNED:	05/30/2017		
Total Attachments: 3			
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OP \$40.00 4524439

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of May 8, 2017 (the "Effective Date"), by and between Spyder Trap, Inc., a Minnesota corporation ("Assignor"), and Bright Health Inc., a Delaware corporation ("Assignee").

A. Assignor, Assignee and Michael Lawrence are parties to that certain Asset Purchase Agreement dated as of May 8, 2017 (the "Asset Purchase Agreement").

B. In connection with the transactions contemplated by the Asset Purchase Agreement, Assignor agreed to sell, assign, transfer, convey and deliver to Assignee all of Assignor's right, title and interest in and to the trade name "Spyder Trap" and all associated trademarks (the "Assigned Mark"), including the trademark set forth on Schedule A hereto. Capitalized terms used in this Assignment but not otherwise defined herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement.

Accordingly, in consideration of the mutual promises, covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor does hereby sell, assign, transfer, convey and deliver to Assignee, and Assignee hereby purchases and receives from Assignor, all of Assignor's right, title and interest in and to the Assigned Marks, including all goodwill of the Business in connection with which the Assigned Marks are used and all registrations and applications therefor, as well as all tangible and electronic embodiments of the Assigned Marks, and all rights to institute or maintain any proceeding or other action to protect the Assigned Marks or recover damages for any past or present infringement thereof. For any Assigned Mark that is currently the subject of an intent-to-use application, Assignor confirms that the Purchased Assets include the portion of the Business with which that Assigned Mark is to be used and that Assignor will not use that Assigned Mark. Assignor agrees, without further compensation, to take such action and execute such additional documents as Assignee may request to evidence and perfect this Assignment.

2. No Effect on Asset Purchase Agreement. Assignor and Assignee hereby acknowledge and agree that neither the representations and warranties nor the rights, remedies and obligations of any party under the Asset Purchase Agreement will be deemed enlarged, limited, modified or altered in any way by this Assignment. To the extent that any conflict exists between any of the terms of this Assignment and the Asset Purchase Agreement, the terms of the Asset Purchase Agreement will prevail.

3. Governing Law. This Assignment will be governed by and construed in accordance with the internal laws of the State of Minnesota without giving effect to any choice or conflict of law provision or rule (whether of the State of Minnesota or any other jurisdiction).

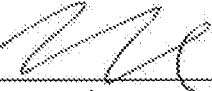
4. Counterparts. This Assignment may be executed in counterparts, each of which will be deemed an original, but all of which together will be deemed to be one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail or other means of electronic transmission will be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Assignment to be executed as of the date first written above by their respective officers thereunto duly authorized.

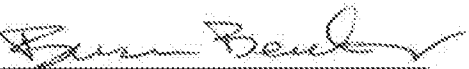
ASSIGNOR:

SPYDER TRAP, INC.

By 
Name: MICHAEL MOTTEK
Title: CEO

ASSIGNEE:

BRIGHT HEALTH INC.

By 
Name: BRIAN BEUTLER
Title: CORPORATE SECRETARY

SCHEDULE A

ASSIGNED MARKS

Trademark Name	Owner	Jurisdiction	Trademark Number	Registration Date	Renewal Date
SPYDER TRAP®	Spyder Trap, Inc.	United States	4,524,439	5/6/2014	5/6/2024