

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM431738

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Associated Marketing of Virginia, Inc.		06/10/2016	Corporation: FLORIDA
RECEIVING PARTY DATA			
Name:	Meritain Health, Inc.		
Street Address:	300 Corporate Parkway		
City:	Amherst		
State/Country:	NEW YORK		
Postal Code:	14226		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	86467948	NATIONCARE	
Registration Number:	4483477	NATIONCARE	
Registration Number:	4483476	NATIONCARE	
Registration Number:	4483475	NATIONCARE EXPANDING MARKETS BEYOND CONV	
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>			
Phone:	860-273-7371		
Email:	chandrar2@aetna.com		
Correspondent Name:	Rashmi Chandra		
Address Line 1:	151 Farmington Avenue		
Address Line 2:	RE61		
Address Line 4:	Hartford, CONNECTICUT 06156		
NAME OF SUBMITTER:	Rashmi Chandra		
SIGNATURE:	/rashmi chandra/		
DATE SIGNED:	06/19/2017		
Total Attachments: 3			
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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment") is made as of the 10th day of June, 2016 by and between Associated Marketing of Virginia, Inc., a Florida corporation, having a place of business at 1415 Panther Lane, Naples FL 34109 ("Assignor"), and Meritain Health, Inc. a Delaware corporation, having a place of business at 300 Corporate Parkway, Amherst NY 14226 ("Assignee").

WHEREAS, Assignor is the owner of all right, title and interest in and to the registered and unregistered trademarks, service marks and logos set forth in Schedule A attached hereto, including all goodwill associated therewith, and all applications, registrations and renewals in connection therewith (collectively, the "Trademarks"); and

WHEREAS, Assignor and Assignee desire to enter into this Assignment to effect the transfer of the Trademarks to Assignee.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor, for itself and its Affiliates, does hereby sell, assign and transfer to Assignee all of Assignor's and its Affiliates' right, title and interest in, to and under the Trademarks, including all rights to sue for and to receive and recover all profits and damages arising out of infringement of the Trademarks prior to the date hereof.

FURTHERMORE, Assignor shall execute and deliver to Assignee such additional documents as may be reasonably necessary to give full effect to the assignment and transfer of the rights, title and interest in, to and under the Trademarks hereunder, provided that Assignee shall be solely responsible at its own expense for all recordings of the assignment and transfer with the United States Patent and Trademark Office, the International Bureau of the World Intellectual Property Organization and/or other appropriate government offices.

No supplement, modification or amendment of this Assignment shall be binding unless executed in writing by the parties charged thereto.

This Assignment shall be binding upon the successors and assigns of Assignor and Assignee. This Assignment shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of Delaware, without regard to the conflict of laws principles thereof. This Assignment may be executed and delivered (including by facsimile or other electronic transmission) in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

[Signature page follows.]

IN WITNESS HEREOF, the parties hereto have executed this Assignment as of the date first written above.

ASSOCIATED MARKETING OF VIRGINIA, INC.

MERITAIN HEALTH, INC.

By: *Hollis W. Riley*

By: *Wendy Ann Cianci*

Name: *Hollis W. Riley, JR.*

Name: *Wendy Ann Cianci*

Title: *President*

Title: *Assistant Secretary*

[Signature Page to Trademark Assignment Agreement]

SCHEDULE A

TRADEMARKS

Trademark	Country/Region	Application No./ Registration No.	Class
NATIONCARE	US	86/467,948	35
NATIONCARE	US	4,483,477	36
NATIONCARE	US	4,483,476	36
NATIONCARE	US	4,483,475	36