

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM441784

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Human Arc Corporation		01/31/2017	Corporation: OHIO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Centauri Health Solutions, Inc.		
<b>Street Address:</b>	6263 N Scottsdale Rd		
<b>Internal Address:</b>	Ste 185		
<b>City:</b>	Scottsdale		
<b>State/Country:</b>	ARIZONA		
<b>Postal Code:</b>	85250		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3248093	HUMANARC	
<b>Registration Number:</b>	4157122	L&S	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4809073003		
<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>			
<b>Phone:</b>	480-327-6650		
<b>Email:</b>	trademark@weissbrown.com		
<b>Correspondent Name:</b>	Garland A. Brown, Jr.		
<b>Address Line 1:</b>	6263 N Scottsdale Rd		
<b>Address Line 2:</b>	Ste 340		
<b>Address Line 4:</b>	Scottsdale, ARIZONA 85250		
<b>ATTORNEY DOCKET NUMBER:</b>	2261.0007		
<b>NAME OF SUBMITTER:</b>	Garland A. Brown, Jr.		
<b>SIGNATURE:</b>	/Garland A. Brown, Jr./		
<b>DATE SIGNED:</b>	09/01/2017		
<b>Total Attachments: 5</b>			
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source=Centauri new marks (HAC)#page5.tif

## STOCK PURCHASE AGREEMENT

THIS STOCK PURCHASE AGREEMENT (this "*Agreement*") is entered into as of January 31, 2017, by and among (i) Centauri Holdings, LLC, a Delaware limited liability company ("*Parent*"), (ii) Centauri Health Solutions, Inc., a Delaware corporation and wholly owned subsidiary of Parent (the "*Purchaser*"), (iii) Michael J. Baird, Trustee UDT dated June 11, 1996 (the "*MJB Trust*"), Glen B. Lair, Trustee U/D/T (Glen B. Lair Revocable Trust) dated June 22, 2015 (the "*GBL Trust*") and Lynnette Rhodes ("*Rhodes*", together with the MJB Trust and the GBL Trust, the "*Sellers*"), (iv) Human Arc Corporation, an Ohio Corporation (the "*Company*"), (v) Michael J. Baird, Glen B. Lair and Lynnette Rhodes (collectively, the "*Principals*") and (vi) Michael J. Baird (the "*Sellers' Representative*"). Parent, the Purchaser, the Sellers and the Company are each referred to herein as a "*Party*" and collectively as the "*Parties*." Capitalized terms used herein and not otherwise defined have the meanings set forth on Schedule I hereto.

### RECITALS

WHEREAS, the Sellers own all of the issued and outstanding Company Shares; and

WHEREAS, the Sellers desire to sell to the Purchaser, and the Purchaser desires to acquire from the Sellers, all of the issued and outstanding Company Shares, subject to the terms and conditions set forth herein.

### AGREEMENTS

NOW, THEREFORE, in consideration of the premises and the mutual covenants, representations and warranties contained herein and intending to be legally bound hereby, the Parties hereby agree as follows:

### ARTICLE I

#### SALE AND PURCHASE OF SHARES

1.1 *Sale and Purchase of Company Shares.* On the terms and subject to the conditions contained herein, on the Closing Date, each Seller shall sell to the Purchaser, and the Purchaser shall purchase from each Seller, such Seller's Company Shares.

1.2 *Purchase Price.* Subject to Section 1.4, the aggregate amount of the purchase price for the Company Shares (the "*Aggregate Purchase Price*") shall be an amount of cash and Common Units of Parent (the "*Parent Units*") equal to the sum of:

- (a) [REDACTED] Dollars (\$ [REDACTED]) in cash;
- (b) plus 1,110,697 Parent Units;
- (c) plus the Closing Cash;

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed and delivered as of the date first written above.

**THE PURCHASER:**

CENTAURI HEALTH SOLUTIONS, INC.

By: 

Name: Adam T. Miller

Title: Chief Executive Officer

**PARENT:**

CENTAURI HOLDINGS, LLC

By: 

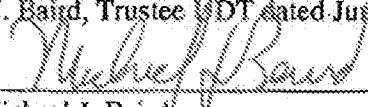
Name: Adam T. Miller

Title: Chief Executive Officer

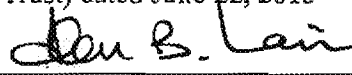
IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and delivered as of the date first written above.

**THE SELLERS:**

Michael J. Baird, Trustee U/D/T dated June 11, 1996

By:   
Name: Michael J. Baird  
Title: Trustee

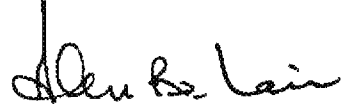
Glen B. Lair, Trustee U/D/T (Glen B. Lair Revocable Trust) dated June 22, 2015

By:   
Name: Glen B. Lair  
Title: Trustee

By: \_\_\_\_\_  
Name: Lynnette Rhodes

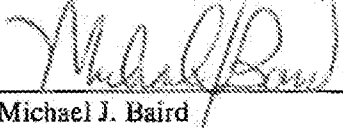
**THE PRINCIPALS:**

By:   
Name: Michael J. Baird

By:   
Name: Glen B. Lair

By: \_\_\_\_\_  
Name: Lynnette Rhodes

**THE SELLERS' REPRESENTATIVE:**

By:   
Name: Michael J. Baird

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and delivered as of the date first written above.

**THE SELLERS:**

Michael J. Baird, Trustee UDT dated June 11, 1996

By: \_\_\_\_\_

Name: Michael J. Baird

Title: Trustee

Glen B. Lair, Trustee U/D/T (Glen B. Lair Revocable TRust) dated June 22, 2015

By: \_\_\_\_\_

Name: Glen B. Lair

Title: Trustee

By: Lynnette Rhodes

Name: Lynnette Rhodes

**THE PRINCIPALS:**

By: \_\_\_\_\_

Name: Michael J. Baird

By: \_\_\_\_\_

Name: Glen B. Lair

By: Lynnette Rhodes

Name: Lynnette Rhodes

**THE SELLERS' REPRESENTATIVE:**

By: \_\_\_\_\_

Name: Michael J. Baird

Schedule 4.9

Intellectual Property

Schedule 4.9(a)

1. Registered Trademarks:

- a. HUMAN ARC, Reg. No. 3248093
- b. L&S Associates, Reg. No. 4157122

2. Copyrights

- a. Social Security benefits tips, Reg. No. TX0003615740

3. Domain Names:

- a. compassiq.com
- b. compassiq.net
- c. compassiq.org
- d. eligibilityenrollment.com
- e. eligibilityenrollmentsolutions.com
- f. healthcoverageconnect.com
- g. healthcoverageconnect.net
- h. healthcoverageconnect.org
- i. humanarc.biz
- j. humanarc.com
- k. humanarc.info
- l. humanarc.net
- m. humanarc.org
- n. humanarc.us
- o. livesimpacted.org
- p. medicaideligibility.us