

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM443772

<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>
Florida Health Choices, Inc.		09/05/2017	Corporation: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Member Benefits Marketing, Inc.		
<b>Street Address:</b>	7645 Gate Parkway, Suite 101		
<b>City:</b>	Jacksonville		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	32256		
<b>Entity Type:</b>	Corporation: FLORIDA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86515931	HEALTHCHOICES THE HEALTH INSURANCE MARKE	
<b>Registration Number:</b>	4999223	HEALTHCHOICES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7038164100		
<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>	703-816-4003		
<b>Email:</b>	nixonptomail@nixonvan.com, djb@nixonvan.com		
<b>Correspondent Name:</b>	Donna J. Bunton		
<b>Address Line 1:</b>	901 North Glebe Road, 11th Floor		
<b>Address Line 2:</b>	NIXON & VANDERHYE P.C.		
<b>Address Line 4:</b>	Arlington, VIRGINIA 22203		
<b>NAME OF SUBMITTER:</b>	Donna J. Bunton		
<b>SIGNATURE:</b>	/Donna J. Bunton/		
<b>DATE SIGNED:</b>	09/20/2017		
<b>Total Attachments: 5</b>			
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source=Executed Trademark Assignment Agreement FHC 09.05.2017#page2.tif			
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## Trademark Assignment Agreement

This Trademark Assignment Agreement (this "Agreement") is entered into as of the 5 day of September, 2017 (the "Effective date") by and between Florida Health Choices, Inc. (the "Assignor"), a Florida Corporation located at 225 South Adams Street, Suite 250, Tallahassee, FL, 32301 and Member Benefits Marketing, Inc., (the "Assignee"), a Florida Corporation, located at 7645 Gate Parkway, Suite 101, Jacksonville, FL 32256.

1. **Mark.** The term "Mark" as used in this Agreement shall mean any registered and unregistered trademarks, service marks, logos, designs, trade names, and domain names, including but not limited to all registrations and/or registration application rights and all rights to prepare derivative marks, together with all the goodwill of the business symbolized thereby, and all other rights in the United States as identified in Exhibit "A" attached hereto and incorporated by reference (hereinafter collectively referred to as "Mark").

2. **Assignment.** Assignor hereby irrevocably assigns, grants, and transfers to Assignee all rights, title, and interest in and to the Mark in perpetuity. Assignor further authorizes the United States Patent and Trademark Office, the Florida Department of State, Division of Corporations, and any other entity to record the transfer of the registration of the Mark as listed in Exhibit "A". After the Effective Date, Assignor agrees to make no further use of the Mark or any confusingly similar mark in the United States and anywhere in the world, except as may be expressly authorized by the parties in writing. Assignor further agrees to not challenge Assignee's use or ownership of the Mark.

3. **Consideration.** Assignee shall pay Assignor the sum of \$4,229.83, payable on or before September 20, 2017, in consideration for assignment of the Mark.

4. **Execution and Delivery.** After Assignee pays the amount due, Assignor shall execute and deliver to Assignee any and all instruments of sale, transfer, conveyance, assignment, and confirmations as Assignee may lawfully request in order to obtain, perfect, maintain, or otherwise enable the transfer, conveyance, and assignment to Assignee and to confirm Assignee's title to the Mark and any and all related federal and state trademark registrations and/or registration application rights.

6. **Entire Agreement.** This Agreement constitutes the entire agreement between Assignor and Assignee and supersedes all prior understandings of Assignor and Assignee, including any prior representation, statement, condition, or warranty.

7. **Modification and Waiver.** This Agreement may be amended or modified only by a written agreement signed by both of the parties. Neither party will be charged with any waiver of any provisions of this Agreement, unless such waiver is evidenced by a writing signed by the party and any such waiver will be limited to the terms of such writing.

8. **Severability.** If any provision of this Agreement is held to be invalid or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid and enforceable as though the invalid or unenforceable party had not been included in this Agreement.

9. **Jurisdiction.** This Agreement will be governed by and construed in accordance with the laws of the State of Florida, without regard to the principles of conflict of laws. Each party consents to the exclusive jurisdiction of the courts located in the State of Florida for any legal action, suit or proceeding arising out of or in connection with this Agreement. Each party further waives any objection to the laying of venue for any such suit, action or proceeding in such courts.

10. **Successors and Assigns.** This Agreement will inure to the benefit of and be binding on the respective successors and permitted assigns of the parties.

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]**

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

Florida Health Choices, Inc.

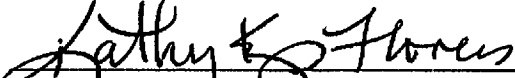
By:   
Name: Rose Naff Snyder  
Title: Executive Director

**NOTARY ACKNOWLEDGMENT**

State of Arkansas  
County of Saline

On this 16 day of August in the year 2017, before me, Kathy Kniep-Flowers appeared in person, who is personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged that he or she executed it.

Notary Seal

  
(Signature of Notary Public)

My Commission Expires: June 28, 2026

Kathy Kniep-Flowers  
Notary Public - State of Arkansas  
Saline County  
My Commission Expires June 28, 2026  
Commission # 12698353

Member Benefits Marketing, Inc.

By: [Signature]  
Name: Nicklaus A. Trefry  
Title: Chief Operating Officer

**NOTARY ACKNOWLEDGMENT**

State of Florida  
County of Duval

On this 5th day of ~~August~~ <sup>September</sup> in the year 2017, before me, Martha E Berry appeared Nicklaus A Trefry, who is personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged that he or she executed it.

Notary Seal



Martha E Berry  
(Signature of Notary Public)

My Commission Expires: April 22, 2018

**Exhibit "A"**

1. Website: [www.myfloridachoice.org](http://www.myfloridachoice.org)
2. Facebook Page: facebook.com/FloridaHealthChoices
3. LinkedIn Page: linkedin.com/company/florida-health-choices
4. Mark Name: HEALTHCHOICES  
U.S. Trademark Application Serial Number: 86/515,855  
Registration Number: 4999223  
U.S. Patent and Trademark Office  
Date of Registration: July 12, 2016  
Description of Goods/Services: Providing health insurance exchange services Class -035
5. Mark Name: HEALTHCHOICES THE HEALTH INSURANCE MARKETPLACE (Stylized/Design)  
U.S. Trademark Application Serial Number: 86/515,931  
U.S. Patent and Trademark Office  
Date of Application: February 14, 2017  
Description of Goods/Services: Providing health insurance exchange services Class -035
6. Mark Name: THE HEALTH INSURANCE MARKETPLACE  
Application or Registration Number: T13000000066  
State of Registration: Florida  
Date of Application or Registration: 01/16/2013  
Description of Goods/Services: Healthcare market place