

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM458284

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Health Integrated, Inc.		12/22/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	ExIService Technology Solutions, LLC		
Street Address:	280 Park Avenue		
Internal Address:	38th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	4511876	CHANGING BEHAVIOR IN HEALTH CARE	
Registration Number:	4510006		
Registration Number:	4894560	DYNAMIC SOMATO-SOCIAL THEORY	
Registration Number:	3048484	HEALTH INTEGRATED	
Registration Number:	4316287	HEALTHY PATRIOTS	
Registration Number:	5142812	HELIX INTERVENTION PLATFORM	
Registration Number:	5191861	PRECISION EMPOWERED CARE MANAGEMENT	
Registration Number:	3216543	SYNERGY PERSONAL HEALTH MANAGEMENT	
Registration Number:	3586809	SYNERGY TARGETED POPULATION MANAGEMENT	
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:	9143575300		
Email:	isilfin@EconomouSilfin.com		
Correspondent Name:	Ira E. Silfin		
Address Line 1:	445 Hamilton Avenue		
Address Line 2:	Suite 1102		
Address Line 4:	White Plains, NEW YORK 10601		

OP \$240.00 4511876

NAME OF SUBMITTER:	Ira E. Silfin
SIGNATURE:	/Ira E. Silfin/
DATE SIGNED:	01/17/2018
Total Attachments: 5 source=08. Health Integrated EXL - Assignment of Trademarks (Executed)#page1.tif source=08. Health Integrated EXL - Assignment of Trademarks (Executed)#page2.tif source=08. Health Integrated EXL - Assignment of Trademarks (Executed)#page3.tif source=08. Health Integrated EXL - Assignment of Trademarks (Executed)#page4.tif source=08. Health Integrated EXL - Assignment of Trademarks (Executed)#page5.tif	

ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks (this "Assignment"), is made as of December 22, 2017, between Health Integrated, Inc., a Delaware corporation with offices at 10008 Dale Mabry Hwy, Tampa, Florida 33618 ("Assignor"), and ExlService Technology Solutions, LLC, a Delaware limited liability company whose mailing address is 280 Park Avenue, 38th Floor, New York, New York 10017 ("Assignee").

BACKGROUND INFORMATION

The Assignee is purchasing substantially all of the assets of Assignor, pursuant to, on the terms of and subject to the conditions set forth in, that certain Asset Purchase Agreement dated as of October 24, 2017, executed by the Assignor and Assignee (the "Purchase Agreement"). Pursuant to the terms of the Purchase Agreement, Assignor has agreed to convey, transfer and assign to Assignee, among other assets, certain intellectual property of Assignor, including certain trademarks owned by Assignor. Assignor desires to convey, transfer and assign all of its right, title and interest in the trademarks referenced in the Purchase Agreement on the terms and conditions set forth herein and has agreed to execute and deliver this Assignment for recording with governmental authorities including, but not limited to, the US Patent and Trademark Office. Now, therefore, in consideration of the foregoing and the respective representations, warranties, covenants, agreements and conditions set forth herein and in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

OPERATIVE PROVISIONS

1. Marks. Assignor has registered the trademarks set forth on Schedule A with the United States Patent and Trademark Office (collectively, the "Marks"). Assignee is desirous of acquiring the Marks.
2. Assignment and Assumption of Marks. Assignor does hereby irrevocably convey, transfer and assign to Assignee, and Assignee hereby accepts Assignor's entire rights, title and interest in and to the Marks, including all related, trademark registrations, trademark applications, tradenames and common law rights, both U.S. and foreign, together with the goodwill of the business symbolized by said Marks, along with the registrations thereof, the numbers of which are contained herein, to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its subsidiaries, successors, assigns and legal representatives, for the full extent of the life of the Mark and term of the registrations, to be used as fully and entirely as such rights would have been held and enjoyed by Assignor had this Assignment and sale not been made, including all rights to sue for claims and remedies against past, present and future infringements of any or all of the foregoing, and rights for priority and protection of interests therein under the laws of any jurisdiction.
3. Recordation and Further Actions. Assignor authorizes the relevant trademark office or any other governmental officials to record and register this Assignment upon request by Assignee.
4. Governing Law and Choice of Venue. This 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 Assignment and the transactions contemplated hereby shall be governed by, construed and resolved in the manner set forth under the Purchase Agreement.
5. Severability. In the event that any provisions set forth hereunder is determined by a court of competent jurisdiction to be unenforceable, the parties hereby agree to substitute that term with similar language that is enforceable to the fullest extent permitted under relevant law and the remainder of this Assignment shall continue in full force and effect and remain unaffected.

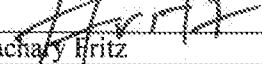
6. Further Assurances. Each of the parties hereto shall execute and deliver, at the reasonable request of the other party hereto, such additional documents, instruments, conveyances and assurances and take such further actions as such other party may reasonably request to carry out the provisions hereof and give effect to the transactions contemplated by this Assignment.

[SIGNATURE PAGE TO FOLLOW]

The parties hereto have duly executed and delivered this Assignment of Trademarks as of the date first above written.

ASSIGNOR:

HEALTH INTEGRATED, INC.,
a Delaware corporation

By: 
Name: Zachary Hritz
Title: Chief Executive Officer

ASSIGNEE:

EXLSERVICE TECHNOLOGY SOLUTIONS,
LLC, a Delaware limited liability company

By: _____
Name: _____
Title: _____

[SIGNATURE PAGE TO ASSIGNMENT OF TRADEMARKS]

The parties hereto have duly executed and delivered this Assignment of Trademarks as of the date first above written.

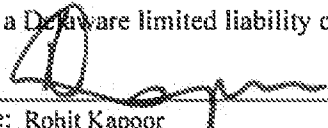
ASSIGNOR:

HEALTH INTEGRATED, INC.,
a Delaware corporation

By: _____
Name: _____
Title: _____

ASSIGNEE:

EXLSERVICE TECHNOLOGY SOLUTIONS,
LLC, a Delaware limited liability company

By:  _____
Name: Rohit Kapoor
Title: Chief Executive Officer and Vice Chairman

[SIGNATURE PAGE TO ASSIGNMENT OF TRADEMARKS]

SCHEDULE A

Registered Trademarks

<u>Mark / Title:</u>	<u>Class(es)</u>	<u>U.S. Serial Number:</u>	<u>U.S. Registration Number:</u>	<u>USPTO Reference Number:</u>	<u>Registration Date:</u>
CHANGING BEHAVIOR IN HEALTHCARE (service mark)	35 Int., 44 Int.	85/797167	4,511,876	091073.3	04/08/2014
 DESIGN (service mark)	35 Int., 44 Int.	86/025188	4,510,006	091073.2	04/08/2014
DYNAMIC SOMATO-SOCIAL THEORY (service mark)	36 Int.	86/585571	4,894,560	091073.00004	02/02/2016
HEALTH INTEGRATED (service mark)	44 Int.	78/211289	3,048,484	091073.00007	01/24/2006
HEALTHY PATRIOTS (service mark)	42 Int.	85/682764	4,316,287	091073.4	04/09/2013
HELIX INTERVENTION PLATFORM (service mark)	42 Int.	86/798883	5,142,812	091073.00009	02/14/2017
PRECISION EMPOWERED CARE MANAGEMENT (service mark)	35 Int.	86/656253	5,191,861	091073.00006	04/25/2017
SYNERGY PERSONAL HEALTH MANAGEMENT (service mark)	35 Int., 44 Int.	78/714521	3,216,543	091073.5	03/06/2007
SYNERGY TARGETED POPULATION MANAGEMENT (service mark)	35 Int., 44 Int.	77/538275	3,586,809	091073.00005	03/10/2009