

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM468669

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CREDNET, LLC		03/01/2018	Limited Liability Company: FLORIDA
RECEIVING PARTY DATA			
Name:	MEDADVANTAGE, LLC		
Street Address:	50 W. Jefferson Street, Suite 2310		
City:	Louisville		
State/Country:	KENTUCKY		
Postal Code:	40202		
Entity Type:	Limited Liability Company: KENTUCKY		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4280507	CREDENTIALING MADE EASY	
CORRESPONDENCE DATA			
Fax Number:	5025811087		
<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:	502-589-5400		
Email:	trademarks@fbtlaw.com		
Correspondent Name:	Cynthia L. Stewart		
Address Line 1:	400 West Market Street, Floor 32		
Address Line 4:	Louisville, KENTUCKY 40202		
NAME OF SUBMITTER:	Cynthia L. Stewart		
SIGNATURE:	/Cynthia L. Stewart/		
DATE SIGNED:	04/05/2018		
Total Attachments: 5			
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OP \$40.00 4280507

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this “Agreement”) is made effective as of February 28, 2018 by and between CredNet, LLC a Florida limited liability company (“Assignor”), and MedAdvantage, LLC, a Kentucky limited liability company (“Assignee”).

WHEREAS, Assignee, a wholly-owned subsidiary of iHealth Solutions LLC, a Kentucky limited liability company, d/b/a Advantum Health, has acquired substantially all of the assets and goodwill (the “Transaction”) of MedAdvantage, Inc., a Florida corporation (“Seller”), by virtue of an Asset Purchase Agreement dated as of the date hereof among Assignee, Seller, and John C. Barrett (the “Purchase Agreement”);

WHEREAS, John C. Barrett is the sole shareholder of Seller and the equity owner and manager of Assignor;

WHEREAS, Assignor is the owner of all right, title and interest in, to and under the trademark “Credentialing Made Easy” more specifically described on Schedule A attached hereto (the “Trademarks”), together with the goodwill of Seller’s Business connected with and symbolized by the Trademarks;

WHEREAS, it was a condition precedent to the Transaction that Assignor transfer the Trademarks to Assignee;

WHEREAS, Assignor desires to sell, convey, assign, transfer and deliver to Assignee, and Assignee desires to acquire from Assignor, all of Assignor’s right, title and interest in, to and under the Trademarks, together with the goodwill of the Business connected with and symbolized by the Trademarks; and

WHEREAS, capitalized terms used and not otherwise defined herein shall have the meaning ascribed to such terms in the Purchase Agreement.

NOW, THEREFORE, in consideration of the foregoing, Assignor and Assignee agree as follows:

1. Assignment. Assignor hereby sells, conveys, assigns, transfers and delivers to Assignee, its successors and assigns, all of Assignor’s right, title and interest in, to and under the Trademarks in the United States and throughout the world, together with the goodwill of the Business connected with and symbolized by the Trademarks, including, without limitation, all registrations and applications therefor, the right to renew any registrations included in the Trademarks, the right to apply for trademark registrations within or outside of the United States based in whole or in part upon the Trademarks, the right to sue for past, present and future infringement of the Trademarks and to collect and retain all damages and profits related to the foregoing, and any priority right that may arise from any such Trademarks.

2. Recording. This Agreement has been executed and delivered by Assignor to Assignee for the purpose of recording this Agreement with the United States Patent and

Trademark Office (the “PTO”) or other governing authority, if necessary, and the parties hereby authorize the PTO or such other governing authority to record this Agreement.

3. Further Assurances. From time to time following the date hereof, and without any further consideration or other payment, Assignor shall execute and deliver such other instruments of conveyance, assignment, transfer and delivery and execute and deliver such other documents and take or cause to be taken such other actions as Assignee reasonably may request in order to consummate, complete and carry out the transactions contemplated by this Agreement.

4. Appointment. Assignor hereby appoints Assignee as its attorney-in-fact, with full authority in the place and stead of Assignor and in the name of Assignor, solely to take any action and to create any instrument that may be necessary or desirable to register, effectuate, validate, record, maintain, perfect, enforce or defend this Agreement and Assignee’s rights in the Trademarks.

5. Asset Purchase Agreement. This Agreement is in accordance with and is subject to all of the representations, warranties, covenants, agreements, exclusions and indemnities set forth in the Purchase Agreement, all of which are hereby incorporated herein by reference. In the event of any conflict between this Agreement and the Purchase Agreement, the terms of the Purchase Agreement shall control.

6. Successors. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

7. Counterparts. This Agreement may be executed and delivered in multiple counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same instrument and agreement. A facsimile or pdf copy of a signature shall have the same force and effect as an original signature.

8. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the Commonwealth of Kentucky without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Kentucky or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the Commonwealth of Kentucky.

[Signature Page Follows]

IN WITNESS WHEREOF, each party hereto hereby causes this Agreement to be duly executed as of the day and year first above written.

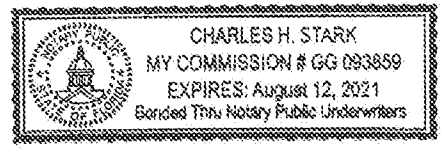
ASSIGNOR

CREDNET, LLC

By: [Signature]
Name: John C. Barrett
Title: Manager

STATE OF FLORIDA)
COUNTY OF ORANGE)

The foregoing instrument was subscribed and sworn to before me on this 14th day of March, 2018, by John C. Barrett, who acknowledged the execution hereof to be his free act and deed.



My Commission expires: _____
[Signature]
Notary Public

ASSIGNEE

MedAdvantage, LLC

By: iHealth Solutions LLC, its sole member

By: _____
Robert I. Attanasio, CFO

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was subscribed and sworn to before me on this ____ day of _____, 2018, by _____, who acknowledged the execution hereof to be his free act and deed.

My Commission expires: _____

Notary Public

[Signature Page to Trademark Assignment Agreement]

IN WITNESS WHEREOF, each party hereto hereby causes this Agreement to be duly executed as of the day and year first above written.

ASSIGNOR

CREDNET, LLC

By: _____
Name: John C. Barrett
Title: Manager

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was subscribed and sworn to before me on this ____ day of _____, 2018, by _____, who acknowledged the execution hereof to be his free act and deed.

My Commission expires: _____

Notary Public

ASSIGNEE

MedAdvantage, LLC

By: iHealth Solutions LLC, its sole member

By: _____
Robert J. Attanasio, CFO

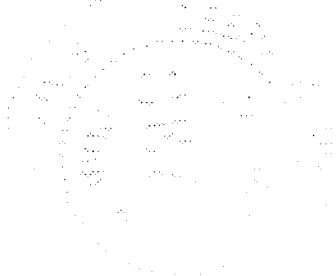
STATE OF Kentucky)

COUNTY OF Jefferson)

The foregoing instrument was subscribed and sworn to before me on this 1st day of March, 2018, by Robert Attanasio, who acknowledged the execution hereof to be his free act and deed.

My Commission expires: June 19, 2021

Delmar K. Dougherty
Notary Public



[Signature Page to Trademark Assignment Agreement]

Schedule A

Trademarks

MARK	SERIAL NO.	REGISTRATION NO.	REGISTRANT
Credentialing Made Easy	85439581	4280507	CredNet, LLC