

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM469176

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Asperia, Inc.		04/01/2018	Corporation: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	Ascensus, LLC		
Street Address:	200 Dryden Road		
City:	Dresher		
State/Country:	PENNSYLVANIA		
Postal Code:	19025		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2262098	GHBA	
Registration Number:	2275307	GHBA	
CORRESPONDENCE DATA			
Fax Number:	2028428465		
<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:	202-842-8800		
Email:	dctrademarks@dbr.com		
Correspondent Name:	Jennifer L. Dean		
Address Line 1:	Drinker Biddle & Reath LLP		
Address Line 2:	1500 K Street, N.W., Suite 1100		
Address Line 4:	Washington, D.C. 20005-1209		
ATTORNEY DOCKET NUMBER:	571374		
NAME OF SUBMITTER:	Jeremy T. Bui		
SIGNATURE:	/jeremy t. bui/		
DATE SIGNED:	04/10/2018		
Total Attachments: 4			
source=Project Harvest - Trademark Assignment Agreement (Executed)#page1.tif			
source=Project Harvest - Trademark Assignment Agreement (Executed)#page2.tif			

OP \$65.00 2262098

source=Project Harvest - Trademark Assignment Agreement (Executed)#page3.tif

source=Project Harvest - Trademark Assignment Agreement (Executed)#page4.tif

UNITED STATES TRADEMARK ASSIGNMENT

This United States Trademark Assignment (the "Assignment") is entered into as of April 1, 2018 by Asperia, Inc. (d/b/a Group Health and Benefit Administrators and d/b/a GHBA), a Massachusetts corporation ("Assignor"), and Ascensus, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor is the owner of and has adopted, used and is using the trademarks set forth on Schedule A attached hereto (the "Marks");

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement (the "Purchase Agreement"), dated as of March 23, 2018, pursuant to which Assignor has agreed to assign certain intellectual property to Assignee, including the Marks pursuant to this Assignment; and

WHEREAS, Assignee wishes to acquire, and Assignor wishes to assign, all of Assignor's entire right, title and interest in and to the Marks, together with the goodwill associated therewith.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignor does hereby sell, grant, assign, transfer, convey and deliver to Assignee all of Assignor's right, title and interest in and to the Marks together with the goodwill associated therewith, and all rights to sue, bring actions and recover and hold damages, profits and other compensation for any and all past and future infringements and unauthorized uses of the Marks.

2. Assignor authorizes and requests the United States Patent and Trademark Office to record Assignee as the owner of the entire worldwide right, title and interest in and to the Marks, for the sole use and enjoyment of Assignee.

3. The parties hereto acknowledge and agree that this Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Marks. The representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Assignor and Assignee, intending to be legally bound hereby, have executed and delivered this Assignment on the date first written above.

ASPERIA, INC.

By:  _____

Name: Brian K. Carroll

Title: President and Chief Executive Officer

ASCENSUS, LLC

By: _____



Name: Joseph D. Dansky

Title: Senior Vice President, Secretary and
General Counsel

[Signature Page to United States Trademark Assignment]

TRADEMARK
REEL: 006340 FRAME: 0332

SCHEDULE A

Mark	Status	Registration Date	Registration Number
GHBA	Registered	July 20, 1999	2,262,098
GHBA (stylized)	Registered	September 7, 1999	2,275,307