

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM523076

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Involve PeopleCare, Inc.	FORMERLY Nurtur Health Inc.	04/24/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Centene Corporation		
Street Address:	7700 Forsyth Boulevard		
City:	St. Louis		
State/Country:	MISSOURI		
Postal Code:	63105		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2246661	ACTIONPATH	
CORRESPONDENCE DATA			
Fax Number:	2022238163		
<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:	314-505-6750		
Email:	mgammill@centene.com		
Correspondent Name:	Meredith P. Gammill		
Address Line 1:	1150 Connecticut Ave, NW		
Address Line 2:	Suite 1000		
Address Line 4:	Washington, D.C. 20036		
NAME OF SUBMITTER:	Meredith P. Gammill		
SIGNATURE:	/MPG-CC/		
DATE SIGNED:	05/10/2019		
Total Attachments: 2			
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OP \$40.00 2246661

TRADEMARK ASSIGNMENT AGREEMENT

between Envolve PeopleCare, Inc., formerly known as Nurtur Health, Inc., a corporation of the State of Delaware, with its principal place of business at 7700 Forsyth Boulevard, St. Louis, MO 63105 (hereinafter the "Assignor").

and Centene Corporation, a corporation of the State of Delaware, with its principal place of business at 7700 Forsyth Boulevard, St. Louis, MO 63105 (hereinafter the "Assignee").

WHEREAS Assignor owns the entire, right, title, and interest in and to ACTIONPATH U.S. Trademark Registration No. 2,246,661 (hereinafter referred to as the "Trademark").

WHEREAS Assignor desires to assign to Assignee all of its right, title, and interest in and relating to the Trademarks;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants set forth in this Agreement and for due and valid consideration, the receipt of which is hereby confirmed by the Assignor, the parties agree as follows:

1. Assignor hereby sells, assigns and transfers to Assignee, and Assignee hereby agrees to purchase from Assignor and hereby accepts the assignment and transfer of, all Assignor's right, title and interest in and to the Trademarks, and all of the goodwill associated with the Trademarks, and the right to sue and recover for infringements occurring prior to this assignment.
2. Assignor represents and warrants that, as of the date this Assignment is executed by both parties, it is the owner of all right, title, and interest in and to the Trademarks, and all the goodwill therein; that the Trademarks are currently in force; and that it has not licensed, mortgaged, or otherwise transferred any rights in the Trademarks to any person or entity other than Assignee.
3. Assignor will provide to Assignee, as far as available, the following:
 - a) all its files regarding the application and registration of the Trademarks, in particular the registration certificates thereof; and
 - b) copies of the correspondence relating to the Trademarks.
4. Assignor will execute and provide to Assignee all documents necessary to record the transfer of the Trademarks to Assignee with the relevant the relevant Patent and Trademark Offices.
5. Assignor is not aware of any action, dispute resolution, opposition, objection or challenge proceeding pending or threatened against the Trademarks.
6. Assignor will not use or register domain names or Trademark identical or similar to the Trademarks in the future.
7. In case this assignment should be considered invalid for any reasons beyond the control of the parties Assignor hereby undertakes to further prosecute and/or maintain the Trademarks on the request and on the expense of Assignee. In this case Assignor will also assist Assignee with the defense of the Trademarks.

9. It is the explicit understanding of both parties that in case of invalidity of this Agreement, Assignor will be deemed to have granted to Assignee an exclusive, fully-paid-up, royalty-free and perpetual license to use the Trademarks, beginning with the execution of this Agreement by both parties, and that all use of the Trademark by the Assignee, its Affiliates, designees and sub-licensees will be regarded as use with the consent of Assignor.
10. All external costs arising out of the assignment of the Trademarks will be borne by Assignee. This does not include the costs for the execution of any assignment documents by the Assignor; such costs will be borne by Assignor.
11. All costs relating to the Trademarks which have been occurred prior to the execution of this Agreement will be borne by Assignor. All other costs including the costs for the further prosecution of any dispute resolution, oppositions, cancellation proceedings, and similar actions initiated by Assignor prior to this assignment will be borne by Assignee.
12. In case any part of this Agreement should be considered to be invalid the remaining provisions will remain in full force and effect. In such case both parties undertake to negotiate an alternative provision which replaces the invalid one as far as possible.
13. Amendments, modifications and/or additions to this Agreement have to be made in writing to be valid.
14. This Agreement is effective for both parties. The parties undertake to impose their rights and obligations arising out of this Agreement to any successors in law.

IN WITNESS WHEREOF, intending to be legally bound hereby, Assignor has executed and delivered this Assignment as of the day and year first below written.


FOR: ENVOLVE PEOPLECARE, INC.,
FORMERLY KNOWN AS NURTUR HEALTH, INC. ("Assignor")

Name: 

Title: Plan Chief Financial Officer

Date: April 24, 2019

FOR: CENTENE CORPORATION ("Assignee")

Name: 

Title: Chief Experience & Finance EVP Corporate Strategy

Date: May 9, 2019