

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM524155

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT		
NATURE OF CONVEYANCE:	Corrective Assignment to correct the NATURE OF CONVEYANCE and ASSIGNOR'S NAME previously recorded on Reel 005988 Frame 0798. Assignor(s) hereby confirms the nature of conveyance is an assignment; Assignor's name is "Health Plan Intermediaries Holdings, LLC".		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Health Plan Intermediaries Holdings, LLC		10/20/2016	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	HealthPocket, Inc.		
Street Address:	444 Castro St		
City:	Mountain View		
State/Country:	CALIFORNIA		
Postal Code:	94041		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86537483	AGILEHEALTHINSURANCE	
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:	3475898548		
Email:	arosenzweig@offitkurman.com		
Correspondent Name:	Allison Rosenzweig		
Address Line 1:	10 E 40th Street		
Address Line 4:	New York, NEW YORK 10016		
NAME OF SUBMITTER:	Allison Rosenzweig		
SIGNATURE:	/ar/		
DATE SIGNED:	05/17/2019		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
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ETAS ID: TM415980

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Health Plan Intermediaries Holdings		10/20/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	HealthPocket, Inc.		
Street Address:	444 Castro St		
City:	Mountain View		
State/Country:	CALIFORNIA		
Postal Code:	94041		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86537483	AGILEHEALTHINSURANCE	
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>			
Email:	alice.tung@healthpocket.com		
Correspondent Name:	Alice Tung		
Address Line 1:	444 Castro Street		
Address Line 4:	Mountain View, CALIFORNIA 94041		
NAME OF SUBMITTER:	Alice Tung		
SIGNATURE:	/Alice Tung/		
DATE SIGNED:	02/13/2017		
Total Attachments: 3			
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Agreement") is made as of October 20, 2016 (the "Effective Date"), between Health Plan Intermediaries Holdings, LLC. (the "Assignor"), and HealthPocket, Inc., (the "Assignee").

WHEREAS, Assignor is the registered owner of a mark that is registered in the United States Patent and Trademark Office, AGILEHEALTHINSURANCE Registration No. 4826442, dated October 6, 2015 (the "Mark");

WHEREAS, Assignee desires to acquire all of Assignor's right, title and interest, in and to the Mark together with all the goodwill of the business symbolized thereby, and Assignor desires to assign all such right, title and interest in and to the Mark to Assignee, upon the terms and conditions set forth herein.

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

1. Assignor hereby conveys and assigns to Assignee, and Assignee hereby accepts from Assignor, all of Assignor's right, title and interest in and to the Mark, together with the goodwill of the business symbolized by the Mark.
2. Assignor represents and warrants that:
 - (i) Assignor owns the entire right, title and interest in and to the Mark;
 - (ii) all registrations for the Mark are currently valid and subsisting and in full force and effect;
 - (iii) Assignor has not licensed the Mark to any other person or entity or granted, either expressly or impliedly, any trademark or servicemark rights with respect to the Mark to any other person or entity;
 - (iv) there are no liens or security interests against the Mark;
 - (v) Assignor has all authority necessary to enter into this Agreement and the execution and delivery of this Agreement has been duly and validly authorized; and
 - (vi) execution of this Assignment and performance of Assignor's obligations hereunder shall not violate or conflict with any other agreement to which Assignor is a party or provision of Assignor's Certificate of Incorporation or By-laws.
3. Assignor shall execute and deliver to Assignee on or before the Effective Date the Trademark Assignment in the form shown in Exhibit A. At any time, and from time to time after the Effective Date, at Assignee's request, Assignor shall execute and deliver such other instruments of sale, transfer, conveyance, assignment and confirmation and take such other action, at Assignor's expense, as Assignee may reasonably deem necessary or desirable in order to perfect or otherwise enable the transfer, conveyance and assignment to Assignee and to confirm Assignee's title to the Mark and any and all federal and state trademark registrations thereof or applications therefore. Assignor further agrees to assist Assignee and to provide such reasonable cooperation and assistance to Assignee, at Assignee's expense, as Assignee may reasonably deem necessary and desirable in exercising and enforcing Assignee's rights in the Mark.
5. After the Effective Date, Assignor agrees to make no further use of the Mark or any mark confusingly similar thereto, anywhere in the world, except as may be expressly authorized by the parties in writing, and Assignor agrees to not challenge Assignee's use or ownership, or the validity, of the Mark.
6. This Agreement shall be binding on and shall inure to the benefit of the parties to this

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Agreement and their successors and assigns, if any.

7. Miscellaneous.

- (a) This Agreement, and the Trademark Assignment whose form is shown in Exhibit A constitute the entire agreement of the parties with regard to the subject matter hereof. No modifications of or additions to this Agreement shall have effect unless in writing and properly executed by both parties, making specific reference to this Agreement by date, parties, and subject matter.
- (b) This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of California, without regard to its conflict of laws principles, and shall be enforceable against the parties in the courts of California. For such purpose, each party hereby irrevocably submits to the jurisdiction of such courts, and agrees that all claims in respect of this Agreement may be heard and determined in any of such courts.
- (c) This Agreement may be signed by each party separately, in which case attachment of all of the parties' signature pages to this Agreement shall constitute a fully-executed agreement.
- (d) Any provision of this Agreement that is invalid, illegal or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions of this Agreement in such jurisdiction or rendering that or any other provision of this Agreement invalid, illegal or unenforceable in any other jurisdiction.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the day and year above written.

ASSIGNOR:

Health Plan Intermediaries Holdings, LLC.

By: /s/ 

Name: Sheldon Wang

Title: Chief Technology Officer

ASSIGNEE:

HealthPocket, Inc.

By: /s/ 

Name: Bruce Teikamp

Title: Co-founder and Chief Executive Officer

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EXHIBIT A

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
TRADEMARK ASSIGNMENT

WHEREAS, Health Plan Intermediaries Holdings, LLC, a corporation duly organized and existing under the laws of the State of Delaware and having its principal place of business at 15438 N. Florida Avenue, Suite 201, Tampa, Florida 33613 ("Assignor") owns all the right, title and interest in and to the federal trademark registration **AGILEHEALTHINSURANCE** Registration No. 4826442, dated October 6, 2015 (the "Mark"); and

WHEREAS, HealthPocket, Inc., a corporation duly organized and existing under the laws of the State of Delaware and having its principal place of business at 444 Castro Street, Suite 917, Mountain View, CA 94041 ("Assignee"), desires to acquire all right, title and interest in and to the Mark, the registrations thereof, and the goodwill associated therewith.

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor hereby conveys and assigns to Assignee the entire right, title and interest in and to the Mark together with all goodwill of the business represented and symbolized thereby with all rights to sue and recover damages and/or profits for past infringements.

Text

Date

ASSIGNOR:

Health Plan Intermediaries Holdings, LLC.

By: /s/ 

Name: Sheldon Wang

Title: Chief Technology Officer

ASSIGNEE:

HealthPocket, Inc.

By: /s/ 

Name: Bruce Tokamp

Title: Co-founder and Chief Executive Officer

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RECORDED: 02/13/2017
RECORDED: 05/17/2019

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