

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM529715

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Evolut Health LLC		05/24/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	GlobalHealth Holdings, LLC		
Street Address:	701 NE 10th Street, Suite 300		
City:	Oklahoma City		
State/Country:	OKLAHOMA		
Postal Code:	73104		
Entity Type:	Limited Liability Company: OKLAHOMA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	87703558	TRUE HEALTH	
CORRESPONDENCE DATA			
Fax Number:	2124464900		
<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:	susan.zablocki@kirkland.com		
Correspondent Name:	SUSAN ZABLOCKI		
Address Line 1:	KIRKLAND & ELLIS LLP		
Address Line 2:	601 LEXINGTON AVENUE		
Address Line 4:	NEW YORK, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	43855-4		
NAME OF SUBMITTER:	Susan Zablocki		
SIGNATURE:	/susan zablocki/		
DATE SIGNED:	06/28/2019		
Total Attachments: 4			
source=Trademark Assignment - True Health (Executed)_(61702459_4)#page1.tif			
source=Trademark Assignment - True Health (Executed)_(61702459_4)#page2.tif			
source=Trademark Assignment - True Health (Executed)_(61702459_4)#page3.tif			
source=Trademark Assignment - True Health (Executed)_(61702459_4)#page4.tif			

CH \$40.00 87703558

TRADEMARK ASSIGNMENT

The Trademark Assignment (this "Assignment") is made effective as of May 24, 2019 (the "Effective Date"), between Evolent Health LLC, a Delaware limited liability company with an address of 800 N. Glebe Road, Suite 500, Arlington, Virginia 22203 ("Assignor") and GlobalHealth Holdings, LLC an Oklahoma limited liability company with an address of 701 NE 10th Street, Suite 300, Oklahoma City, Oklahoma 73104 ("Assignee").

WHEREAS, Assignor has adopted, is using and owns the TRUE HEALTH mark shown on Exhibit A hereto and is the owner of the pending U.S. trademark application listed on Exhibit A and the U.S. trademark registration resulting therefrom (hereinafter the "Mark");

WHEREAS, Assignor's parent company Evolent Health, Inc. ("Evolent") and Assignee's parent companies Momentum Health Acquisition, Inc. ("Momentum") and Momentum Health Holdings, LLC entered into a Stock Purchase Agreement dated as of March 22, 2019, as amended (the "Stock Purchase Agreement"), pursuant to which Evolent agreed to assign and transfer right, title and interest in and to the Mark, together with the goodwill associated therewith, by and through its wholly-owned subsidiary, Assignor, to Momentum's wholly-owned subsidiary, Assignee; and

WHEREAS, Assignee desires to acquire all right, title and interest in and to the Mark, together with the goodwill associated therewith;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby assign and transfer to Assignee, its successors and assigns, all right, title and interest in and to the Mark, together with the goodwill of the business symbolized by the Mark in the United States, the same to be held and enjoyed by Assignee as fully and

completely as by Assignor had this Assignment not been made, including, without limitation, (a) all registrations and applications therefor, the right to renew any registrations included in the Mark, the right to apply for trademark registrations within the United States based in whole or in part upon the Mark, and all corresponding rights that are or may be secured under the laws of the United States, now or hereafter arising or in effect, and (b) all rights in the foregoing (including, without limitation, the right to collect royalties and proceeds in connection therewith), and all rights and remedies (including, without limitation, with the right to recover damages and profits and any other remedy for past, present or future infringement, misappropriation, or other violation relating to any of the foregoing, if any, together with any priority right that may arise from any of the foregoing.

From time to time following the date hereof, at the sole expense of Assignee, Assignor shall execute and deliver such other instruments of conveyance, assignment, transfer and delivery or other documents and take or cause to be taken such other actions as Assignee reasonably may request in order to record, perfect or otherwise effectuate the assignment granted hereunder.

This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the law of any jurisdiction other than the State of Delaware.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed as of the
Effective Date.

EVOLENT HEALTH LLC

By: 

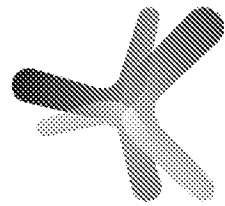
Name: Jonathan Weinberg

Title: General Counsel

[Signature page to Global Health Trademark Assignment]

Exhibit A

The Mark



truehealth

and

U.S. Trademark Application Serial Number 87/703,558