

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM530020

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Diplomat Pharmacy, Inc.		06/26/2019	Corporation: MICHIGAN
RECEIVING PARTY DATA			
Name:	Envoy Health Management, LLC		
Street Address:	4100 South Saginaw Street		
City:	Flint		
State/Country:	MICHIGAN		
Postal Code:	48507		
Entity Type:	Corporation: MICHIGAN		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4734089	ENVOYHEALTH	
CORRESPONDENCE DATA			
Fax Number:	4142259753		
<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:	4142259755		
Email:	docketing@boylefred.com		
Correspondent Name:	Boyle Fredrickson, S.C.		
Address Line 1:	840 N. PLANKINTON AVE		
Address Line 4:	MILWAUKEE, WISCONSIN 53203		
ATTORNEY DOCKET NUMBER:	2181.010		
NAME OF SUBMITTER:	Kyle M. Costello		
SIGNATURE:	/Kyle M. Costello/		
DATE SIGNED:	07/01/2019		
Total Attachments: 1			
source=2019-344_5567_Envoy_DSP_Trademark_Assignment_Agreement-Eff._6.20.19#page1.tif			

OP \$40.00 4734089

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement ("Agreement") is made and entered into as of June 18, 2019 ("Date"), between Diplomat Pharmacy, Inc. ("Assignor") and Envoy Health Management, LLC ("Assignee"). Assignor and Assignee are referred to hereinafter collectively as the "Parties" or individually as a "Party".

Whereas, the Assignor is the registered owner of the trademark EnvoyHealth™, which is registered in the United States Patent and Trademark Office, Registration No. 4734089, dated May 12, 2015 (the "Trademark").

Whereas, the Assignee wishes to acquire the Assignor's rights in the Trademark.

NOW THEREFORE, the Parties hereby agree as follows:

1. The Assignee agrees to pay the Assignor \$1, and in exchange, the Assignor hereby conveys, transfers, and assigns to the Assignee:
 - a. all of the Assignor's right, title, and interest of whatever kind in the mark, together with the goodwill of the business relating to the products and services on which the marks are used and for which they are registered;
 - b. all income, royalties, and damages hereafter due or payable to Assignor with respect to the marks, including without limitation, damages, and payments for past or future infringements and misappropriations of the marks; and
 - c. all rights to sue for past, present and future infringement or misappropriations of the marks.
2. The Assignor further covenants that it will take all actions that may be necessary for securing, completing, or vesting in the Assignee full right, title, and interest in the mark and its related property, including the recordation of the assignment with the United States Patent and Trademark Office.
3. This Agreement is governed by, and construed in accordance, with the laws of the state of Michigan.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their duly authorized representatives effective as of the Effective Date.

Diplomat Pharmacy, Inc.

By: *Christina Flint*
 Name: Christina Flint
 Title: SVP & General Counsel
 Date: 6/20/19



Envoy Health Management, LLC

By: Diplomat Pharmacy, Inc., parent corporation acting for and on behalf of its wholly owned subsidiary

By: *Brian Griffin*
 Name: Brian Griffin
 Title: Chairman and CEO
 Date: June 26, 2019