

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM538314

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|--|---|-------------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Pareto Health Holdings, LLC | | 08/26/2019 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Pareto Health Intermediate Holdings, Inc. | | |
| Street Address: | 200 Clarendon Street, 29th Floor | | |
| City: | Boston | | |
| State/Country: | MASSACHUSETTS | | |
| Postal Code: | 02116 | | |
| Entity Type: | Corporation: DELAWARE | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 87043101 | PARETO CAPTIVE SERVICES | |
| Serial Number: | 87043120 | PARETO HEALTH | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2029567069 | | |
| | <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: | 2029567685 | | |
| Email: | carrier@sullcrom.com, nguyennb@sullcrom.com | | |
| Correspondent Name: | Rita M. Carrier | | |
| Address Line 1: | 1700 New York Avenue, N.W., Suite 700 | | |
| Address Line 2: | Sullivan & Cromwell LLP | | |
| Address Line 4: | Washington, D.C. 20006-5215 | | |
| NAME OF SUBMITTER: | Rita M. Carrier | | |
| SIGNATURE: | /Rita M. Carrier/ | | |
| DATE SIGNED: | 08/27/2019 | | |
| Total Attachments: 4 | | | |
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OP \$65.00 87043101

TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is made effective this 26th day of August, 2019, by and between Pareto Health Holdings, LLC, a limited liability company organized and existing under the laws of the state of Delaware, and having a usual place of business at, FMC Tower, Suite 1500, 2929 Arch Street, Philadelphia, PA 19104 ("Assignor") and Pareto Health Intermediate Holdings, Inc., a corporation organized and existing under the laws of the state of Delaware, and having a usual place of business at 200 Clarendon Street, 29th Floor, Boston, MA 02116 ("Assignee").

WHEREAS, Assignor holds all right, title and interest in and to the trademarks, service marks and trade names set forth on Exhibit A attached hereto and incorporated herein by reference (the "Marks"); and

WHEREAS, Assignor now wishes to assign the Marks to Assignee, and Assignee is desirous of acquiring the Marks from Assignor, together with the goodwill of the business symbolized thereby;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

Assignor does hereby sell, assign, convey and transfer unto Assignee and its successors, assigns and legal representatives, Assignor's entire right, title and interest in and throughout the world in and to the Marks (including any common law rights that may exist and are associated therewith), together with the goodwill of the business symbolized thereby and appurtenant thereto, the same to be held and enjoyed by Assignee, its successors, permitted assigns or legal representatives, together with income, royalties, damages or payments due on or after the date hereof, including, without limitation, all claims for damages or payments by reason of infringement or unauthorized use of the Marks, along with the right to sue for past infringements and collect same for Assignee's sole use and enjoyment.

Assignor does hereby authorize the Director of the United States Patent & Trademark Office, and the empowered official of any U.S. State, or any country or countries foreign to the United States whose duty it is to record trademark registrations, applications and title thereto, to record the Marks and title thereto as the property of Assignee, its successors, assigns or legal representatives in accordance with the terms of this instrument.

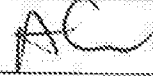
Assignee and Assignor also agree that multiple copies of this Assignment may be executed, each of which shall be deemed an original, and each of which shall be valid and binding upon Assignee and Assignor.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the date first written above.

ASSIGNOR: PARETO HEALTH
HOLDINGS, LLC

Signature:



Name:

Andrew Cavenagh

Title:

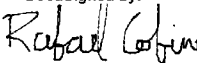
Manager

Signature page to Trademark Assignment

TRADEMARK
REEL: 006730 FRAME: 0095

ASSIGNEE: PARETO HEALTH INTERMEDIATE HOLDINGS, INC.

Signature:

DocuSigned by:


Name:

Rafael Cofino

Title:

Secretary

Signature page to Trademark Assignment

**TRADEMARK
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Exhibit A

Marks

| Mark | Serial No. & Application Date | Registration No. & Date |
|-------------------------|--|------------------------------------|
| Pareto Captive Services | 87043101; May 19, 2016 | Application pending. |
| Pareto Health | 87043120; May 19, 2016 | Application pending. |
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Exhibit A - Trademark Assignment

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SC1:5004856.3

RECORDED: 08/27/2019

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