

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM545537

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	NUNC PRO TUNC ASSIGNMENT
<b>EFFECTIVE DATE:</b>	02/01/2018

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PROVATA HEALTH, INC.		10/11/2019	Corporation:

RECEIVING PARTY DATA

<b>Name:</b>	THE STAYWELL COMPANY, LLC
<b>Street Address:</b>	800 TOWNSHIP LINE ROAD
<b>City:</b>	YARDLEY
<b>State/Country:</b>	PENNSYLVANIA
<b>Postal Code:</b>	19067
<b>Entity Type:</b>	LLC <del>Corporation</del> PENNSYLVANIA

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	4817640	HEALTHY TEAM HEALTHY U
Registration Number:	4944195	LEARN IDENTIFY ACT

CORRESPONDENCE DATA

Fax Number: 2159791020  
*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.*  
 Phone: 2159791191  
 Email: VRDANTA@DUANEMORRIS.COM  
 Correspondent Name: NICOLE K. MCLAUGHLIN  
 Address Line 1: 30 SOUTH 17TH STREET  
 Address Line 4: PHILADELPHIA, PENNSYLVANIA 19103

<b>ATTORNEY DOCKET NUMBER:</b>	G3574-00005
<b>NAME OF SUBMITTER:</b>	NICOLE K. MCLAUGHLIN
<b>SIGNATURE:</b>	/NICOLE K. MCLAUGHLIN/
<b>DATE SIGNED:</b>	10/17/2019

Total Attachments: 3

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## **NUNC PRO TUNC ASSIGNMENT**

This *Nunc Pro Tunc* Assignment (“**Assignment**”) is made and entered into as of February 1, 2018, by and between Provata Health, Inc., a Delaware corporation with an address of 415 NW 13<sup>th</sup> Ave., Portland, Oregon 97209, (“**Assignor**”), and The StayWell Company, LLC, a Pennsylvania limited liability company with an address of 800 Township Line Road, Yardley, Pennsylvania 19067, (“**Assignee**”).

**WHEREAS**, Assignor owns all right, title, and interest in and to the intellectual property set forth on Schedule A (attached hereto and made a part hereof), including the goodwill associated with the trademarks on Schedule A (“**Trademarks**”), and the invention(s) disclosed in the patent applications on Schedule A (“**Patent Applications**”) (collectively, the “**Assigned IP**”); and

**WHEREAS**, Assignee is desirous of obtaining from Assignor, and Assignor wishes to transfer and assign to Assignee, all right, title, and interest in and to the Assigned IP, including without limitation the applications, registrations, and patents thereof.

**NOW, THEREFORE**, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is/was expressly acknowledged, and intending to be legally bound, the parties agree as follows:

1. Assignor irrevocably transfers, conveys, and assigns to Assignee all of its right, title, and interest in and to:

- (a) The Assigned IP, free and clear of all liens and encumbrances;
- (b) All of the goodwill of the entire business associated therewith and symbolized by the Trademarks, the registrations thereof, and any and all renewals thereof;
- (c) Any and all resulting patents, related know-how, inventions or improvements and any and all continuations, continuations-in-part, divisions, and renewals of and substitutes for said Applications and patents, and in, to and under any and all Letters Patent which may be granted on or as a result thereof in the United States and its possessions and territories and in all other jurisdictions, and any reissue or reissues, reexaminations, or extension or extensions of the Letters Patent, the same to be held and enjoyed by Assignee to the full end of the term or terms for which the Letters Patent respectively may be granted, reissued or extended, as fully and entirely as the same would have been held and enjoyed by Assignor had this transfer, conveyance and assignment not been made; and
- (d) All rights, claims, and privileges related to the Assigned IP, including without limitation, the right to sue and recover for, and the right to the profits or damages due or accrued arising out of or in connection with any and all past, present, or future infringements, or passing off, or dilution, or otherwise for damage, degradation, harm, or injury to the Assigned IP.

3. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, and the appropriate offices or authorities in foreign jurisdictions, to issue to Assignee, Assignor’s entire right, title and interest, in and to any and all Letters Patent for the inventions or improvements, including any and all Letters Patent of the United States or foreign

jurisdictions, which may be issued and granted on or as a result of the aforesaid, in accordance with the terms of this Assignment.

2. After execution of this Assignment, at the request of the Assignee and at the Assignee's expense, but without additional consideration to the Assignor, the Assignor will execute and deliver to the Assignee from time to time such further instruments of conveyance, transfer, and assignment and other documents, and will take such other actions, as the Assignee may reasonably require to convey and deliver more effectively to the Assignee the Assigned IP, to perfect the Assignee's title thereto, and otherwise to accomplish the orderly transfer to the Assignee of the Assigned IP, and to give full effect to this Assignment.

3. This Assignment is binding on the Assignor and its respective successors and assigns, and inures to the benefit of the Assignee and its successors and assigns.


4. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same instrument.

5. All attorneys who are appointed with the corresponding Assigned IP to date continue to be authorized for the Assignee by virtue of this transfer document, unless separately identified to the contrary.

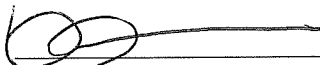
\* \* \*

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly authorized and executed as of the date hereof.

**Provata Health, Inc.**

Signature:   
Name: Katherine Keltan  
Title: General Counsel & Corporate Secretary  
Date: October 11, 2019

**The StayWell Company, LLC**

Signature:   
Name: Katherine Keltan  
Title: General Counsel & Corporate Secretary  
Date: October 11, 2019

**SCHEDULE A**

**Owner/Applicant Provata Health, Inc.**

<u>Trademarks</u>	
TRADEMARK	REGISTRATION NO.
LEARN IDENTIFY ACT	4,944,195
HEALTHY TEAM HEALTHY U	4,817,640

<u>Patents</u>	
PATENT TITLE	APPLICATION SERIAL NO.
VIRTUAL REALITY GUIDED MEDITATION IN A WELLNESS PLATFORM	15/134,333
VIRTUAL REALITY GUIDED MEDITATION WITH BIOFEEDBACK	15/162,572