

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM547487

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Cooperative Health Solutions, LLC		04/26/2019	Limited Liability Company: NEVADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ARC Cares, LLC		
<b>Street Address:</b>	330 East Lambert Road		
<b>Internal Address:</b>	Suite 100		
<b>City:</b>	Brea		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92821		
<b>Entity Type:</b>	Limited Liability Company: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4530243	ARC AUTHORIZATION REQUEST COORDINATION	
<b>Serial Number:</b>	87601845	ARC CONSULT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	2123904147		
<b>Email:</b>	amanda.cirella@kirkland.com		
<b>Correspondent Name:</b>	Amanda Cirella (Paralegal)		
<b>Address Line 1:</b>	Kirkland & Ellis LLP		
<b>Address Line 2:</b>	601 Lexington Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10022		
<b>ATTORNEY DOCKET NUMBER:</b>	40462-172		
<b>NAME OF SUBMITTER:</b>	Amanda Cirella		
<b>SIGNATURE:</b>	//Amanda Cirella//		
<b>DATE SIGNED:</b>	10/31/2019		
<b>Total Attachments: 5</b>			
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## TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment"), dated as of April 26, 2019 (the "Effective Date"), is entered into by and between Cooperative Health Solutions, LLC, a Nevada limited liability company ("Assignor"), in favor of ARC Cares, LLC, a California limited liability company ("Assignee").

### Recitals

WHEREAS, Assignor and Assignee have entered into an Intellectual Property Assets Assignment Agreement (the "Agreement"), executed as of the Effective Date;

WHEREAS, Assignor is desirous of transferring and assigning all of its rights, title and interests of every kind or nature in and to the Marks (as defined below) in the United States and throughout the world to Assignee; and

WHEREAS, Assignee desires to acquire all of Assignor's rights, title and interests of every kind or nature in and to the Marks in the United States and throughout the world to Assignee.

### Agreement

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Definitions. Capitalized terms not otherwise defined herein shall have the meaning ascribed to such terms in the Agreement, the Contribution and Purchase Agreement (as defined in the Agreement) or the Closing Agreement (as defined in the Contribution and Purchase Agreement).

2. Assignment. Assignor hereby irrevocably assigns, transfers, conveys and delivers to Assignee, and Assignee hereby accepts from Assignor, all of Assignor's right, title and interest in and to: (a) the trademarks registration and application listed on the attached Schedule A (the "Marks"); and (b) any and all registrations or renewals of the Marks, whether state, federal or foreign; (c) any and all applications to register the Marks, whether state, federal or foreign; (d) all common law rights in, to and under the Marks; (e) all other rights in, to and under the Marks, together with the goodwill of the business symbolized by and associated with the Marks; (f) any and all rights to royalties, proceeds, profits, compensation, license fees or other payments or remuneration of any kind relating to the Marks or the goodwill under the Marks; and (g) all claims or causes of action Assignor has or may have in connection with the Marks, including, but not limited to, all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages, in each case, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's

successors, assigns or other legal representatives, as fully and entirely as the same would have been held by Assignor had this Assignment not been made.

3. Recordation. Assignor hereby request the Commissioner of Patents and Trademarks, and the applicable corresponding foreign or multi-national trademark offices, agencies or other entities, to record Assignee as the assignee and owner of the Marks.

4. Further Assurances. Assignor agrees to execute any and all documents and instruments of transfer, assignment, assumption, or novation and to perform such other acts as may be reasonably necessary or expedient to further the purposes of this Assignment and the transactions contemplated by this Assignment.

5. Entire Agreement. This Assignment, together with the Agreement, the Contribution and Purchase Agreement and the Closing Agreement, contain the entire agreement and understanding among the parties hereto with respect to the subject matter hereof and supersede all prior agreements and understandings, whether written or oral, relating to such subject matter in any way.

6. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

7. Severability. Whenever possible, each provision of this Assignment shall be interpreted in such manner as to be effective and valid under applicable Law, but if any provision of this Assignment or the application of any such provision to any Person or circumstance shall be held to be prohibited by, illegal or unenforceable under applicable Law or rule in any respect by a court of competent jurisdiction, such provision shall be ineffective only to the extent of such prohibition, illegality or unenforceability, without invalidating the remainder of such provision or the remaining provisions of this Assignment.

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

9. Counterparts. This Assignment may be executed in counterparts (including by means of portable document format (pdf) signature pages), any one of which need not contain the signatures of more than one party, but all such counterparts taken together shall constitute one and the same agreement.

**[Remainder of Page Intentionally Left Blank]**

IN WITNESS WHEREOF, Assignor and Assignee have caused this Trademark Assignment to be executed as of this 26th day of April, 2019.

**COOPERATIVE HEALTH SOLUTIONS, LLC**

By:   
Name: Amanda Nee  
Title: Manager

**ARC CARES, LLC**

By: NS and Associates LLC,  
its sole member

By: \_\_\_\_\_  
Name: Duane S. Saikami  
Title: Chief Operating Officer

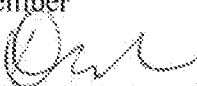
[Signature Page to Trademark Assignment]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Trademark Assignment to be executed as of this 26th day of April, 2019.

**COOPERATIVE HEALTH SOLUTIONS, LLC**

By: \_\_\_\_\_  
Name: Amanda Nee  
Title: Manager



**ARC CARES, LLC**

By: NS and Associates LLC,  
its sole member  
By:  \_\_\_\_\_  
Name: Duane S. Saikami  
Title: Chief Operating Officer

[Signature Page to Trademark Assignment]

**Schedule A**

**Trademarks**

<b>Name</b>	<b>Owner</b>	<b>Type</b>	<b>Serial Number/ Date</b>	<b>Registration Number/Date</b>
ARC+ Authorization Request Coordination 	Assignor	US Federal TM registration	85673419 7/10/2012	4530243 5/13/2014
ARC Consult™ 	Assignor	US Federal ITU TM application	87601845 9/8/2017	N/A
ARC™	Assignor	Unregistered TM	N/A	N/A

Schedule A