

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM559737

<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>
OPTUMCARE MANAGEMENT, LLC	FORMERLY DaVita Medical Management, LLC	11/13/2019	Limited Liability Company: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	IHC Health Services, Inc.		
<b>Street Address:</b>	36 South State Street, Suite 2200		
<b>City:</b>	Salt Lake City		
<b>State/Country:</b>	UTAH		
<b>Postal Code:</b>	84111		
<b>Entity Type:</b>	Non-Profit Corporation: UTAH		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5909424	MYGENERATION	
<b>Registration Number:</b>	5909423	MYGENERATION	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8015786999		
<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>	801-328-3131		
<b>Email:</b>	tm-slc@stoel.com		
<b>Correspondent Name:</b>	Joshua G. Gigger		
<b>Address Line 1:</b>	201 South Main Street, Suite 1100		
<b>Address Line 4:</b>	Salt Lake City, UTAH 84111		
<b>ATTORNEY DOCKET NUMBER:</b>	33629/9:489		
<b>NAME OF SUBMITTER:</b>	Joshua G. Gigger		
<b>SIGNATURE:</b>	/Joshua G. Gigger/		
<b>DATE SIGNED:</b>	01/31/2020		
<b>Total Attachments: 6</b>			
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## TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("Assignment"), dated as of November 13, 2019, is made by and between OptumCare Management, LLC, a California limited liability company f.k.a. DaVita Medical Management, LLC ("Assignor"), and IHC Health Services, Inc., a Utah nonprofit corporation ("Assignee"). Assignor and Assignee may be referred to herein individually as a "Party," and collectively as the "Parties."

WHEREAS, Collaborative Care Holdings, LLC and Assignee have entered into that certain Equity Purchase Agreement, dated as of May 3, 2019 (the "Purchase Agreement") pursuant to which Assignee acquired the Acquired Interests. Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Purchase Agreement and the Trademark License Agreement;

WHEREAS, in connection with the Purchase Agreement, Assignee entered into that certain Trademark License Agreement, dated as of the date hereof, by and among Assignor, Assignee, and Collaborative Care Holdings, LLC (the "Trademark License Agreement"); and

WHEREAS, pursuant to the Trademark License Agreement, Assignor agreed to assign all of Assignor's right, title, and interest in and to the MYGENERATION Marks and the CCNV Domain Name.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants and agreements set forth herein, in the Purchase Agreement and the Trademark License Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Transfer. Subject to the terms and conditions set forth herein, Assignor hereby irrevocably assigns, transfers, and conveys to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the following (collectively, "Acquired Rights"), together with the goodwill associated therewith and symbolized thereby:

(a) The trademarks, common law marks, service marks, trade names, brands, logos, trade dress, trade names, and other similar indicia of source or origin listed on Schedule 1 and all registrations, applications for registration, extensions, and renewals of such Trademarks (collectively, "Acquired Marks"); provided that, with respect to any United States intent-to-use applications, the transfer of such applications shall not be effective unless and until such time that the transfer will not cause the invalidation, cancellation or abandonment of such trademark application;

(b) The CCNV domain name listed on Schedule 1;

(c) all royalties, fees, income, payments, and other proceeds now or hereafter due or payable to Assignor with respect to any of the foregoing;

(d) all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof or that of the Purchase Agreement, including all rights to and claims for damages, restitution, and injunctive and other legal

and equitable relief for past, present, and future infringement, dilution, violation, breach, or default; and

(e) all other rights, privileges, and protections of any kind whatsoever of Assignor accruing under any of the foregoing provided by any applicable law, treaty, or other international convention throughout the world.

2. Deliverables. Within a reasonable time following execution of this Assignment, Assignor shall deliver to Assignee the prosecution files that are in Assignor's possession for all Acquired Marks in such form and medium as they exist.

3. Further Assurances; Recordation.

(a) From and after the date hereof, each of the Parties hereto shall execute and deliver such additional documents, instruments, conveyances, and assurances, and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Assignment and the documents to be delivered hereunder.

(b) As between Assignor and Assignee, Assignee shall be responsible, at Assignee's expense, for filing this Assignment, and other documents, certificates, and instruments of conveyance, with the applicable governmental authorities.

4. Miscellaneous.

(a) Interpretation. For purposes of this Assignment, (i) the words "include," "includes," and "including" are deemed to be followed by the words "without limitation"; (ii) the word "or" is not exclusive; and (iii) the words "herein," "hereof," "hereby," "hereto," and "hereunder" refer to this Assignment as a whole. Unless the context otherwise requires, references herein: (x) to Sections, Schedules, and Exhibits refer to the Sections of, and Schedules and Exhibits attached to, this Assignment; (y) to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof; and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. This Assignment is intended to be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The Schedules and Exhibits referred to herein are intended to be construed with, and as an integral part of, this Assignment to the same extent as if they were set forth verbatim herein.

(b) Entire Agreement. This Assignment, together with the Purchase Agreement, Trademark License Agreement (the "Related Agreements"), the documents to be delivered hereunder, and all related exhibits and schedules constitute the sole and entire agreement of the Parties to this Assignment with respect to the subject matter contained herein and therein, and supersede all prior and contemporaneous

understandings and agreements, both written and oral, with respect to such subject matter.

(c) Severability. If any term or other provision of this Agreement is invalid, illegal, or incapable of being enforced under any Law or public policy, all other terms and provisions of this Agreement shall nevertheless remain in full force and effect.

(d) Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

(e) Governing Law. This Assignment, and all claims or causes of action based upon, arising out of, or related to this Assignment shall be governed by, and construed in accordance with, the laws of the State of Delaware, without giving effect to conflicts of laws principles or rules to the extent such principles or rules would require or permit the application of Laws of another jurisdiction.

(f) Amendment and Modification. This Assignment may only be amended, modified, or supplemented by an agreement in writing signed by each Party hereto.

(g) Waiver. Any Party may (a) extend the time for the performance of any of the obligations or other acts of any other Party, or (b) waive compliance with any of the agreements of any other Party or conditions to such obligations contained herein. Any such extension or waiver shall be valid only if set forth in an instrument in writing signed by the Parties to be bound thereby. Notwithstanding the foregoing, no failure or delay by any Party in exercising any right hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or future exercise of any other right hereunder. The failure of any Party to assert any of its rights hereunder shall not constitute a waiver of any of such rights.

(h) Counterparts. This Assignment may be executed and delivered (including by facsimile or other means of electronic transmission, such as by electronic mail in "pdf" form) in one or more counterparts, and by the Parties in separate counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement.

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

*{Signature Pages to Follow}*

OPTUMCARE MANAGEMENT, LLC

By: Susan Perera

Name: Susan Perera

Title: Deputy General Counsel

STATE OF Minnesota

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COUNTY OF Hennepin

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BEFORE ME, THE UNDERSIGNED AUTHORITY, on this 20th day of December, 2019, personally appeared Susan Perera, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he is authorized to execute the same on behalf of the identified corporation and that he executed the same on behalf of the corporation and in his individual capacity for the purposes and consideration therein expressed.

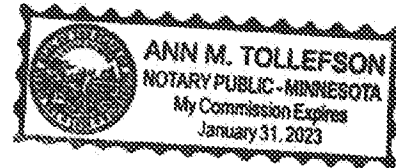
Ann M Tollefsen

Notary Public in and for the State of Minnesota

Ann M Tollefsen

(Type or Print Name)

My Commission Expires: 1/31/2023



AGREED TO AND ACCEPTED:

IHC HEALTH SERVICES, INC.

By: *Gregory M. Johnson*

Name: Gregory M. Johnson

Title: Vice President, Finance

STATE OF Utah

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COUNTY OF Salt Lake

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BEFORE ME, THE UNDERSIGNED AUTHORITY, on this 30 day of JANUARY, 20 20, personally appeared Gregory M. Johnson, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he is authorized to execute the same on behalf of the identified corporation and that he executed the same on behalf of the corporation and in his individual capacity for the purposes and consideration therein expressed.

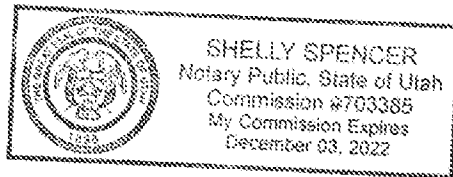
*Shelly Spencer*

Notary Public in and for the State of Utah

Shelly Spencer


(Type or Print Name)

My Commission Expires: 12/3/22



**SCHEDULE 1**

**Trademark Applications/Registrations**

Mark	Jurisdiction	Status	Application/Registration Number	Filing Date
	U.S.	Registered	88/037,153 5,909,424	July 13, 2018
MYGENERATION	U.S.	Registered	88/037,108 5,909,423	July 13, 2018

**Common Law Marks**

MYGENERATION



**Assigned Domain Name**

Domain Name	Owner	Registrar	Registration Date
ccnv.com	OptumCare Management, LLC	NETWORK SOLUTIONS, LLC	08-18-1997