

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM581899

<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>
healthio inc.		05/29/2020	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Milliman, Inc.		
<b>Street Address:</b>	1301 5th Avenue		
<b>Internal Address:</b>	Suite 3800		
<b>City:</b>	Seattle		
<b>State/Country:</b>	WASHINGTON		
<b>Postal Code:</b>	98101		
<b>Entity Type:</b>	Corporation: WASHINGTON		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5897701	HEALTHIO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	4142988185		
<b>Email:</b>	tmadmin@reinhartlaw.com		
<b>Correspondent Name:</b>	Daniel E. Kattman		
<b>Address Line 1:</b>	1000 N. Water Street		
<b>Address Line 2:</b>	Suite 1700		
<b>Address Line 4:</b>	Milwaukee, WISCONSIN 53202		
<b>NAME OF SUBMITTER:</b>	Daniel E. Kattman		
<b>SIGNATURE:</b>	/dek/		
<b>DATE SIGNED:</b>	06/18/2020		
<b>Total Attachments: 4</b>			
source=healthio inc assignment to Milliman, Inc#page1.tif			
source=healthio inc assignment to Milliman, Inc#page2.tif			
source=healthio inc assignment to Milliman, Inc#page3.tif			
source=healthio inc assignment to Milliman, Inc#page4.tif			

CH \$40.00 5897701

**ASSIGNMENT AND BILL OF SALE**

THIS ASSIGNMENT AND BILL OF SALE (this "Bill of Sale") is given pursuant to that certain Asset Purchase Agreement (the "Purchase Agreement"), made and entered into as of May 29, 2020, by and among Milliman, Inc., a Washington corporation ("Milliman"), healthIO, Inc., a Delaware corporation ("Seller") and Seller Representative. All capitalized terms not defined in this Bill of Sale shall have the meanings given to them in the Purchase Agreement.

For good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, effective at the Closing of the transaction contemplated hereby, Seller sells, assigns, transfers, conveys, and delivers to Milliman all of Seller's right, title, and interest in and to the Acquired Assets as provided for in the Purchase Agreement and incorporated herein by reference, free and clear of any and all liens, claims, encumbrances, mortgages, pledges, restrictions and liabilities, except as set forth in the Purchase Agreement.

Seller agrees to execute and deliver to Milliman all other documents, instruments and assignments, as reasonably requested by Milliman to vest in Milliman all of the right, title, and interest of Seller in and to the Acquired Assets as provided for in the Purchase Agreement, free and clear of any and all liens, claims, encumbrances, mortgages, pledges, restrictions and liabilities, except as set forth in the Purchase Agreement.

This Bill of Sale shall be construed and enforced in accordance with the laws of the State of Delaware.

IN WITNESS WHEREOF, Seller has executed this Bill of Sale effective as of May 29, 2020.

**SELLER**

HEALTHIO, INC.

By: Sanjay Mohan  
Name: SANJAY MOHAN  
Title: President & CEO

(vi) any sales, distribution, agency or other similar agreement providing for the sale by Seller of materials, supplies, goods, services, equipment or other assets that provides for aggregate payments to Seller over the remaining term of the agreement of \$5,000 or more, or under which payments of \$5,000 or more were made to Seller during the twelve-month period ending on the Balance Sheet Date;

(vii) any agreement under which (A) any Person has directly or indirectly guaranteed any liabilities or obligations of Seller or (B) Seller has directly or indirectly guaranteed liabilities or obligations of any other Person (in each case other than endorsements for the purpose of collection in the ordinary course of business); and

(viii) any other agreement, commitment or arrangement that is (A) not made in the ordinary course of business or (B) material to the Acquired Assets or the Business, taken as a whole.

(b) Each agreement, commitment, arrangement or plan disclosed in the Seller Disclosure Schedules or required to be disclosed therein pursuant to this Section or Section 3.7 (each, a "**Material Contract**") is a valid and binding agreement of Seller and is in full force and effect, and neither Seller nor, to the Knowledge of Seller, any other party thereto is in default or breach in any material respect under the terms of, or has provided any notice of any intention to terminate or modify, any such Material Contract, and, to the Knowledge of Seller, no event or circumstance has occurred that, with notice or lapse of time or both, would constitute any event of default thereunder or would result in a termination or modification thereof.

(c) Complete copies of (i) each such Material Contract (including all modifications and amendments thereto and waivers thereunder) and (ii) all form contracts, agreements or instruments used in and material to the Business have been made available to Milliman.

### 3.7 Technology and Intellectual Property Rights: Data Handling.

(a) The "**Intellectual Property**" consists of the following:

(i) all United States, international, and foreign patents, trademarks, trade names, service marks, trade dress, copyrights and any renewal rights for any of the foregoing, rights of publicity, rights in personal data, mask works, domain names, netlists, schematics, technology, inventions and discoveries, manufacturing processes, supplier lists, trade secrets, know-how, moral rights, computer Software programs or applications (in both source and object code form), divisions, re-examinations, renewals, extensions, provisionals, continuations and continuations-in-part, applications and registrations for any of the foregoing;

(ii) all goodwill associated with trademarks, trade names, service marks and trade dress;

(iii) all software and firmware listings, databases, and updated Software source and executable code, and complete system build Software, build scripts, test suites, internal development tools, and instructions related to all Software described herein;

(iv) all documents, records and files relating to design, end user documentation, manufacturing, quality control, sales, marketing or customer support for all intellectual property described herein; and

(v) all other tangible and intangible proprietary information and materials, in each case that are (i) owned by Seller ("**Owned Intellectual Property**") or (ii) licensed to Seller pursuant to those licenses set forth on Schedule 3.7(a)(v) ("**Licensed Intellectual Property**"). The Owned Intellectual Property and the Licensed Intellectual Property collectively constitute all of the "Intellectual Property." Intellectual Property includes the technology and Software described on Schedule 3.7(b).

(b) Schedule 3.7(b) lists: (i) all patents, material copyrighted works, mask works, domain names, trademarks, trade names, service marks, trade dress, any renewal rights for any of the foregoing, and any applications, registrations, certifications, filings, or other document issued by, filed with, or recorded by, any state, government or other public legal authority at any time for any of the foregoing, that are included in the Owned Intellectual Property; (ii) all Software products and tools, all services, and all hardware products and tools, that are currently supplied, offered, or under development by Seller; (iii) all licenses, sublicenses and other agreements to which Seller is a party and pursuant to which Seller grants rights to third parties to have access to or use the Intellectual Property or exercise any other right with regard thereto; (iv) any obligations of exclusivity, noncompetition, nonsolicitation, or first negotiation to which Seller is subject under any agreement that does not fall within the ambit of (iii) above; and (v) descriptions of those databases of personal data that are part of the Intellectual Property, including descriptions of the manner in which such the personal data in each such database was acquired and authorizations acquired with it. The disclosures described in (iii) and (iv) hereof include the names and dates of the relevant agreements, as well as the identities of the parties thereto. The disclosures in described in (v) shall not, unless the parties agree otherwise, include any personal data of any individual person.

(c) Except for the Licensed Intellectual Property provided to Seller through the license agreements set forth on Schedule 3.7(a)(v) or licensed to Seller under license agreements for standard "shrink wrapped, off-the-shelf" third-party Software, the Intellectual Property consists solely of items and rights that are owned exclusively by Seller. All Software and firmware listings are adequately commented in accordance with current Software industry standards.

(d) Seller is not, nor as a result of the execution or delivery of this Agreement or performance of Seller's obligations hereunder will Seller be, in violation of any license, sublicense or other agreement to which Seller is a party or otherwise bound. Except as set forth on Schedule 3.7(d), Seller is not obligated to provide any consideration (whether

Schedule 3.7(b)

Intellectual Property

(1) Patents:

Country: USA  
Title: Preventive and Predictive Health Platform  
Application No.: 15/815,352  
Patent No.: Pending  
Date of Issuance: N/A

Country: Canada  
Title: Preventive and Predictive Health Platform  
Application No: In Process  
Patent No.: Pending  
Date of Issuance: N/A

(2) Trademark:

Country: USA  
Trademark: HEALTHIO; 5897701 Registration Certificate

(3) Website domain name: healthio.care

(4) Copyrights for the web content published on the site healthio.care website.