

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM590463

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Centene Corporation		07/27/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	TelCare Medical Supply, LLC		
Street Address:	150 Baker Avenue		
Internal Address:	Extension #300		
City:	Concord		
State/Country:	MASSACHUSETTS		
Postal Code:	01742		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	5342965	ON.DEMAND DIABETES	
Registration Number:	5389747	PATIENT LAUNCHPAD	
Registration Number:	5305438	ROCKETHEALTH	
Serial Number:	88258837	ON.DEMAND	
Serial Number:	88258209	ON.DEMAND ADVANCE	
Serial Number:	88258908	ON.DEMAND ENGAGE	
Serial Number:	88258998	ON.DEMAND HEALTH	
Serial Number:	88258253	ON.DEMAND LOCATE	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	BOSIPMAIL@gtlaw.com		
Correspondent Name:	Bethany A. Stokes		
Address Line 1:	Greenberg Traurig, LLP		
Address Line 2:	One International Place, Suite 2000		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	131808-040200		

CH \$215.00 5342965

NAME OF SUBMITTER:	Bethany A. Stokes
SIGNATURE:	/Bethany A. Stokes/
DATE SIGNED:	08/05/2020
Total Attachments: 7 source=Centene - Telcare Trademark Assignment#page1.tif source=Centene - Telcare Trademark Assignment#page2.tif source=Centene - Telcare Trademark Assignment#page3.tif source=Centene - Telcare Trademark Assignment#page4.tif source=Centene - Telcare Trademark Assignment#page5.tif source=Centene - Telcare Trademark Assignment#page6.tif source=Centene - Telcare Trademark Assignment#page7.tif	

TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Trademark Assignment") is entered into this 27th day of July 2020 by and between Centene Corporation, a Delaware corporation with a principle place of business at 7700 Forsyth Boulevard St. Louis Missouri 63105 ("Assignor"), and TelCare Medical Supply, LLC, a Delaware limited liability with a principle place of business at 150 Baker Avenue Extension #300, Concord, Massachusetts 01742 ("Assignee").

WHEREAS, Assignor, a wholly owned indirect subsidiary of Assignor, Envolve PeopleCare, Inc., a Delaware corporation, Assignee, and the corporate parent of Assignee, BioTelemetry, Inc., a Delaware corporation, have entered into that certain Asset Purchase Agreement, dated as of the date hereof (as the same may be amended, modified, and supplemented from time to time, the "Purchase Agreement") (capitalized terms used herein but not defined herein shall have the respective meanings ascribed to them in the Purchase Agreement), pursuant to which Assignor agreed to sell, convey, transfer, assign, grant and deliver to Assignee all of Assignor's right, title and interest in and to the Assigned Trademarks (as defined herein);

WHEREAS, this Trademark Assignment is being delivered pursuant to Section 3.2(a)(iv) of the Purchase Agreement;

WHEREAS, Assignor is the owner of all rights, title and interest in and to the trademarks registered and pending in the United States Patent and Trademark Office, and the common law trademarks and all goodwill associated therewith throughout the world set forth on Schedule A attached hereto and incorporated herein by this reference (the "Assigned Trademarks");

WHEREAS, Assignee as a successor to the portion of Assignor's business to which the Assigned Trademarks pertain, is desirous of acquiring any and all rights that Assignor may have in and to the said marks, including any common law rights associated with the Assigned Trademarks, together with the goodwill of the business in connection with which the Assigned Trademarks are and will be used and which is symbolized by said marks, along with the right to recover for damages and profits for past infringements thereof; and

WHEREAS, Assignor has the desire to sell, convey, transfer, assign, grant, deliver and set over unto Assignee, and Assignee has the desire to accept, all rights, title and interest in and to the Assigned Trademarks as specified in this Trademark Assignment.

NOW, THEREFORE, in consideration of the premises set forth above and in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignor hereby assigns, transfers, sells, conveys, delivers, grants, bargains and confirms that it has assigned, transferred, sold and conveyed to Assignee its entire right, title, and interest in and to the Assigned Trademarks, including all goodwill associated therewith, and any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including 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. Assignee shall have the sole right to sue and recover for and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements, dilution,

damage, injury or other unauthorized use of the Assigned Trademarks or the registrations thereof or such associated goodwill.


2. The parties authorize and request the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments to issue or transfer all Assigned Trademarks to Assignee, as assignee of the entire right, title, and interest therein or otherwise as Assignee may direct and, at Assignee's cost, to record and register this Trademark Assignment upon request by Assignee, its successors, assigns and legal representatives, or to such nominees as it may designate. Assignor shall, at Assignee's cost, take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned Trademarks are properly assigned to Assignee, or any assignee or successor thereto.
3. Assignor agrees that, at any time, upon the reasonable request of the Assignee, Assignor will execute and deliver all papers, take all rightful oaths, and do all acts which may be necessary or desirable for vesting title thereto in Assignee, its successors, assigns and legal representatives or nominees, and otherwise to do the necessary to give full effect to and to perfect the rights of the Assignee under this Trademark Assignment, including the execution, delivery and procurement of any and all further documents evidencing this Trademark Assignment, transfer and sale as may be necessary or desirable.
4. Assignor shall make no further use of the Assigned Trademarks on or in connection with any goods or services, nor shall Assignor challenge Assignee's use of the Assigned Trademarks after the date of this Trademark Assignment. Further, Assignor shall not use, apply for, obtain, or assist any third party to use, apply for or obtain any application or registration of the Assigned Trademarks, or any trademark, service mark, trade name, or other indicia confusingly similar to the Assigned Trademarks.
5. Assignor hereby covenants that no Trademark Assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Trademark Assignment.
6. This Trademark Assignment may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original. Delivery of an executed counterpart of a signature page to this Trademark Assignment by facsimile, email, .pdf or other electronic means shall be effective as delivery of a manually executed counterpart to this Trademark Assignment. This Trademark Assignment may not be amended except by an instrument in writing signed by each of the parties hereto.
7. This Trademark Assignment shall be construed and enforced in accordance with, and all questions concerning the construction, validity, interpretation and performance of this Trademark Assignment shall be governed by, the internal Laws of the State of Delaware, without giving effect to provisions thereof regarding conflict of Laws.
8. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Assignment to be executed by their respective duly authorized representatives as of the day and year above written.

ASSIGNOR:

Centene Corporation

By:  _____
Name: Jesse Hunter
Title: EVP

ASSIGNEE:

TelCare Medical Supply, LLC

By: _____
Name: Joseph H. Capper
Title: President

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Assignment to be executed by their respective duly authorized representatives as of the day and year above written.

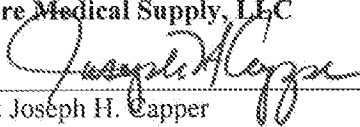
ASSIGNOR:

Centene Corporation

By: _____
Name: _____
Title: _____

ASSIGNEE:

TelCare Medical Supply, LLC

By:  _____
Name: Joseph H. Capper
Title: President

SCHEDULE A

Assigned Trademarks

The Assigned Trademarks include all right, title and interest in and to the trademarks listed below including common law rights, registrations and applications in the United States Patent and Trademark Office, foreign trademarks and applications, and the goodwill associated with the Assigned Trademarks.

Registered trademarks:

Trademark	Status/Key Dates	Full Goods/Services	Owner Information
<u>ON DEMAND</u> <u>DIABETES</u> U.S. Trademark Registration No. 5,342,965	Registered Supplemental Register November 21, 2017 Int'l Class: 44 First Use: 2016 Filed: February 21, 2017	(Int'l Class: 44) medical information services, namely, providing diabetes patient information to health care providers	Centene Corporation (Delaware Corp.) 7700 Forsyth Boulevard Saint Louis Missouri 63105
<u>PATIENT LAUNCHPAD</u> U.S. Trademark Registration No. 5,389,747 Disclaimer: "PATIENT"	Registered January 30, 2018 Int'l Class: 44 First Use: 2015 Filed: February 21, 2017	(Int'l Class: 44) maintaining patient medical records and files	Centene Corporation (Delaware Corp.) 7700 Forsyth Boulevard Saint Louis Missouri 63105
<u>ROCKETHEALTH</u> U.S. Trademark Registration No. 5,305,438	Registered October 10, 2017 Int'l Class: 44 First Use: 2015 Filed: January 31, 2017	(Int'l Class: 44) maintaining patient medical records and files	Centene Corporation (Delaware Corp.) 7700 Forsyth Boulevard Saint Louis Missouri 63105

Trademark applications:

Trademark	Status/Key Dates	Full Goods/Services	Owner Information
<u>ON DEMAND</u> U.S. Trademark Application Serial No. 88/258,837	Pending - Final Refusal Mailed November 1, 2019 Filed: January 11, 2019	(Int'l Class: 44) medical information services, namely, using real-time health information of a health plan member to improve health outcomes of the health plan member	Centene Corporation (Delaware Corp.) 7700 Forsyth Boulevard St. Louis Missouri 63105

Trademark	Status/Key Dates	Full Goods/Services	Owner Information
<u>ON DEMAND ADVANCE</u> U.S. Trademark Application Serial No. 88/258,209 Disclaimer: "ON DEMAND"	Allowed - Intent to Use Notice of Allowance Issued December 3, 2019 Filed: January 11, 2019	(Int'l Class: 44) health care services, namely, providing health care information by telephone for non- compliant members; health care services, namely, disease management programs and health risk prevention counseling for members	Centene Corporation (Delaware Corp.) 7700 Forsyth Boulevard St. Louis Missouri 63105
<u>ON DEMAND ENGAGE</u> U.S. Trademark Application Serial No. 88/258,908 Disclaimer: "ON DEMAND"	Allowed - Intent to Use Notice of Allowance Issued December 3, 2019 Filed: January 11, 2019	(Int'l Class: 16) printed materials, namely, educational brochures and fact sheets provided to health plan members in the field of disease management (Int'l Class: 44) medical information services, namely, providing diabetes patient information to health care providers	Centene Corporation (Delaware Corp.) 7700 Forsyth Boulevard St. Louis Missouri 63105
<u>ON DEMAND HEALTH</u> U.S. Trademark Application Serial No. 88/258,998	Pending - Final Refusal Mailed November 1, 2019 Filed: January 11, 2019	(Int'l Class: 44) medical information services, namely, using real-time health information of a health plan member to improve health outcome of the health plan member	Centene Corporation (Delaware Corp.) 7700 Forsyth Boulevard St. Louis Missouri 63105
<u>ON DEMAND LOCATE</u> U.S. Trademark Application Serial No. 88/258,253	Pending - Non-Final Action Mailed October 15, 2019 Filed: January 11, 2019	(Int'l Class: 44) medical information services, namely, using real-time GPS data of health plan members to improve the health outcomes of health plan members	Centene Corporation (Delaware Corp.) 7700 Forsyth Boulevard St. Louis Missouri 63105

Unregistered trademarks and/or trade names:

1. DPS
2. LaunchPad
3. On.Demand Asthma
4. On.Demand BH
5. On.Demand CHF
6. On.Demand COPD
7. On.Demand RX
8. On.Demand Supply