

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM597151

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Passport Health Plan, Inc.		09/01/2020	Corporation: KENTUCKY
RECEIVING PARTY DATA			
Name:	Molina Healthcare, Inc.		
Street Address:	200 Oceangate		
Internal Address:	Suite 100		
City:	Long Beach		
State/Country:	CALIFORNIA		
Postal Code:	90802		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	5593669	BETTER HEALTH TOGETHER	
Registration Number:	4644934		
Registration Number:	5496790	HEALTHY HEART	
Registration Number:	5486360	HOPE HEALTHIER OPTIONS FOR PEOPLE EVERYD	
Registration Number:	5491588	LIFE LIFESTYLE IMPROVEMENTS FOR EVERYONE	
Registration Number:	4645240	LIFE LIFESTYLE IMPROVEMENTS FOR EVERYONE	
Registration Number:	5496787	MOMMY STEPS	
Registration Number:	4648826	MOMMY STEPS	
Registration Number:	4462444	MYHEALTHMYLIFE	
Serial Number:	90126653	MYHEALTHMYLIFE	
Registration Number:	4648827	SCORE SHRINKING CHILDHOOD OBESITY WITH R	
Registration Number:	4813938	STAND OUT!	
Registration Number:	4813937	STAND OUT !	
Registration Number:	4644930	WE TAKE THE TIME TO CARE	
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>			

CH \$365.00 5593669

Phone: 469-3917400
Email: ipdocketingtm@sheppardmullin.com
Correspondent Name: Sheppard Mullin Richter & Hampton LLP
Address Line 1: 2200 Ross Avenue
Address Line 2: 24th Floor
Address Line 4: Dallas, TEXAS 75201

NAME OF SUBMITTER: Jason E. Mueller

SIGNATURE: /Jason E. Mueller/

DATE SIGNED: 09/11/2020

Total Attachments: 6

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of September 1, 2020 (the "Effective Date"), by and among Passport Health Plan, Inc. ("Assignor"), and Molina Healthcare, Inc., a Delaware corporation ("Assignee"). Assignor and Assignee are referred to herein individually as "Party" and collectively as "Parties."

RECITALS

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated July 16, 2020, by and among Assignor, Assignee and the other parties thereto (the "Purchase Agreement"); and

WHEREAS, Assignor owns all rights, title and interest in and to the trademarks, service marks, and logos identified on Schedule 1, attached hereto and incorporated by this reference (hereinafter referred to as the "Marks"); and

WHEREAS, in connection with the Purchase Agreement, the Parties desire to enter into this Assignment for the purposes of assigning all of Assignor's rights, title and interests in the Marks and all goodwill related to or symbolized by such Marks from Assignor to Assignee and record such assignment with the United States Patent and Trademark Office and any relevant non-U.S. patent and trademark offices.

AGREEMENT

NOW, THEREFORE, in consideration of the Parties' agreements set forth in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and intending to be legally bound hereby, and incorporating the recitals set forth above, the Parties hereby agree as follows:

1. Assignor hereby transfers, conveys, assigns, sets over and delivers to Assignee, and Assignee hereby accepts, all of Assignor's rights, title, and interests in and to the Marks, throughout the world, together with the goodwill of the business symbolized by the Marks, including without limitation, any extensions and renewals of the Marks, any and all causes of action and other rights assertable under the Marks, the right to sue third parties for past, present and future infringement of or improper activities regarding the Marks, the right to assume any licenses connected with the Marks, and the right to enjoy all of the monetary benefits obtained as a result of any litigation, the same to be held and enjoyed by Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made; provided that, with respect to the United States intent-to-use trademark application set forth on Schedule 1 hereto, the transfer of such application accompanies, pursuant to the Purchase Agreement, the transfer of Assignor's business, or that portion of the business to which the trademark pertains, and that business is ongoing and existing.

2. At any time on or after the Effective Date, Assignor agrees to execute and deliver all such transfers, assignments, conveyances and assurances and take or cause to be taken such further actions as may reasonably be requested by the Assignee to obtain the full benefit of this Assignment. Assignor further covenants that Assignee will, upon request and without further consideration, be provided promptly with all pertinent facts, documents and specimens relating to the Marks and all legal equivalents as may be known or accessible to Assignor. If Assignee is unable for any reason whatsoever to secure Assignor's signature to any document necessary to give effect to the assignment of the Marks to Assignee hereunder, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers

and agents, as its agents and attorneys-in-fact with full power of substitution to act for and on its behalf and instead of Assignor, to execute and file any such document or documents and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by Assignor.

3. Assignor acknowledges that Assignor shall have no right to receive any royalty, fee or other share of income or revenue that may be received by Assignee from the use, sale, license, publication, distribution or any other transfer or exploitation of the Marks.

4. If any term, provision, covenant or condition of this Assignment, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Assignment and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.

5. This Assignment (together with the Purchase Agreement and the other agreements incorporated thereby) constitutes the entire agreement of the Parties and supersedes any and all prior and contemporaneous agreements between the Parties, written or oral, with respect to the transactions contemplated hereby. This Assignment may be amended, modified or supplemented only by a written agreement signed by Assignor and Assignee.

6. This Assignment is absolute, exclusive and irrevocable.

7. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware, excluding any conflicts-of-law rules or principles that might refer the governance or construction of this Assignment to the laws of another jurisdiction.

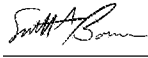
8. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including .pdf) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

[Signature Page(s) and Schedule to Follow this Page.]

IN WITNESS WHEREOF, Assignor and Assignee have each caused this Assignment to be executed by their duly authorized representatives effective as of the date first set forth above.

Assignor:

PASSPORT HEALTH PLAN, INC.


By: 
Name: Scott A. Bowers
Title: Chief Executive Officer

[Signature Page to Trademark Assignment Agreement]

**TRADEMARK
REEL: 007049 FRAME: 0222**

Assignee:

MOLINA HEALTHCARE, INC.

By: 

Name: Mark Keim





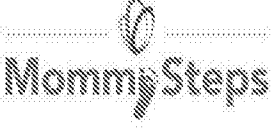
Title: Executive Vice President

[Signature Page to Trademark Assignment Agreement]

**TRADEMARK
REEL: 007049 FRAME: 0223**

Schedule 1

Marks

Mark	Serial No. Filing Date	Reg. No. Reg. Date	Status
BETTER HEALTH TOGETHER	87669881 November 2, 2017	5593669 October 30, 2018	Registered
Design Only 	86257094 April 20, 2014	4644934 November 25, 2014	Registered
HEALTHY HEART 	87671658 November 3, 2017	5496790 June 19, 2018	Registered
HOPE HEALTHIER OPTIONS FOR PEOPLE EVERYDAY	87669760 November 2, 2017	5486360 June 5, 2018	Registered
LIFE LIFESTYLE IMPROVEMENTS FOR EVERYONE 	87671565 November 3, 2017	5491588 June 12, 2018	Registered
LIFE LIFESTYLE IMPROVEMENTS FOR EVERYONE 	86268534 May 1, 2014	4645240 November 25, 2014	Registered
MOMMY STEPS 	87671624 November 3, 2017	5496787 June 19, 2018	Registered
MOMMY STEPS	86257101 April 20, 2014	4648826 December 2, 2014	Registered
MYHEALTHMYLIFE	85941980 May 24, 2013	4462444 January 7, 2014	Registered

Mark	Serial No. Filing Date	Reg. No. Reg. Date	Status
MYHEALTHMYLIFE	90126653 August 20, 2020	N/A	Pending
SCORE SHRINKING CHILDHOOD OBESITY WITH REAL EXPECTATIONS SCORE SHRINKING CHILDHOOD OBESITY WITH REAL EXPECTATIONS	86257103 April 20, 2014	4648827 December 2, 2014	Registered
STAND OUT ! Stand Out!	86268551 May 1, 2014	4813937 September 15, 2015	Registered
STAND OUT!	86268559 May 1, 2014	4813938 September 15, 2015	Registered
WE TAKE THE TIME TO CARE	86257015 April 19, 2014	4644930 November 25, 2014	Registered

Schedule 1