

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM599326

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CareSource		06/26/2020	Corporation: OHIO
RECEIVING PARTY DATA			
Name:	CareSource Management Group Co.		
Street Address:	230 North Main Street		
City:	Dayton		
State/Country:	OHIO		
Postal Code:	45402		
Entity Type:	Non-Profit Corporation: OHIO		
PROPERTY NUMBERS Total: 31			
Property Type	Number	Word Mark	
Registration Number:	6030820	CARESOURCE RXI INNOVATIONS	
Serial Number:	88618727	CARESOURCE JOBCONNECT	
Registration Number:	5661884	CARESOURCE	
Registration Number:	5341739	CARESOURCE FOUNDATION	
Registration Number:	5341738	CARESOURCE AT HOME	
Registration Number:	5341737	CARESOURCE AT HOME	
Registration Number:	5310226	BABIES FIRST	
Registration Number:	5227080		
Registration Number:	5237631	CARESOURCE ADVANTAGE	
Registration Number:	5237632	CARESOURCE ADVANTAGE PLUS	
Registration Number:	5042853	CARESOURCE LIFE SERVICES	
Registration Number:	4958557	MY CARESOURCE	
Registration Number:	4933779	CARESOURCE LIFE SERVICES	
Registration Number:	4871407	HEALTH CARE WITH HEART	
Registration Number:	4788316	CARESOURCE MANAGEMENT GROUP	
Registration Number:	4767589	CARESOURCE FOUNDATION	
Registration Number:	4765219	COVERING THE COMMONWEALTH	
Registration Number:	4636361	CARESOURCE	
Registration Number:	4636360		

CH \$790.00 6030820

Property Type	Number	Word Mark
Registration Number:	4636340	CARESOURCE
Registration Number:	4636339	
Registration Number:	4136721	CARESOURCE
Registration Number:	4717032	JUST4ME
Registration Number:	4548676	CARESOURCE
Registration Number:	4538828	MY CARESOURCE REWARDS
Registration Number:	3671045	CARESOURCE FOUNDATION
Registration Number:	2870535	CARESOURCE 24
Registration Number:	3777683	CARESOURCE
Registration Number:	3651635	CARESOURCE ADVANTAGE
Registration Number:	3504480	CARESOURCE
Registration Number:	2785521	CARESOURCE

CORRESPONDENCE DATA

Fax Number: 3303764577

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.

Phone: 330.849.6641

Email: sketler@ralaw.com

Correspondent Name: Suzanne K. Ketler

Address Line 1: Roetzel & Andress

Address Line 2: 222 South Main Street

Address Line 4: Akron, OHIO 44308

NAME OF SUBMITTER: Suzanne K. Ketler

SIGNATURE: /Suzanne K. Ketler/

DATE SIGNED: 09/24/2020

Total Attachments: 11

- source=CareSource - IP Assignment Agreement 6-26-2020 -1#page1.tif
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“Agreement”) is made and entered into, effective as of the last date written below, by and between **CARESOURCE**, an Ohio non-profit corporation having an address of 230 North Main Street, Dayton, Ohio 45402 (“Assignor”), and **CARESOURCE MANAGEMENT GROUP CO.**, an Ohio non-profit corporation having an address of 230 North Main Street, Dayton, Ohio 45402 (“Assignee”) (Assignor and Assignee may be referred to collectively herein as the “Parties”).

WHEREAS, Assignor owns all right, title, and interest in and to the trademarks and service marks depicted on Exhibit A attached hereto and incorporated herein by reference, as well as the U.S. Trademark Applications and Registrations therefor, as further depicted on Exhibit A (the “Trademarks”);

WHEREAS, Assignor owns all right, title, and interest in and to the copyrightable works depicted on Exhibit B attached hereto and incorporated herein by reference, as well as the U.S. Copyright Registrations therefor, as further depicted on Exhibit B (the “Copyrights”);

WHEREAS, Assignor owns all right, title, and interest in and to the patents depicted on Exhibit C attached hereto and incorporated herein by reference (the “Patents”) (the Trademarks, Copyrights, and Patents may be referred to collectively herein as the “Intellectual Property”);

WHEREAS, Assignor desires to contribute, transfer, and assign all right, title, and interest in and to the Intellectual Property to Assignee, and Assignee desires to acquire and accept the same;

NOW THEREFORE, in consideration of the mutual covenants and promises of the Parties, and in exchange for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Assignor hereby transfers, assigns, conveys, and delivers to Assignee, and Assignee hereby acquires and accepts from Assignor, the following:
 - (a) All of Assignor’s right, title, and interest in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and in connection with which the Trademarks are used; and the U.S. Applications and Registrations for the Trademarks as set forth on Exhibit A, and all issuances, extensions, and renewals thereof; and the full right to sue for and recover all profits, damages, remedies, injunctive relief, and other legal or equitable relief recoverable from past, ongoing, current, and/or future infringement, dilution, misappropriation, violation, or misuse of the Trademarks (the “Trademark Assignment”).
 - (b) All of Assignor’s right, title, and interest in and to the Copyrights; and the U.S. Registrations for the Copyrights as set forth on Exhibit B, and all issuances, extensions, and renewals thereof; and the full right to sue for and recover all profits, damages, remedies, injunctive relief, and other legal or equitable relief recoverable from past, ongoing, current, and/or future infringement,

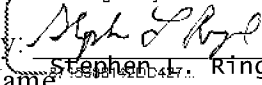
misappropriation, violation, or misuse of the Copyrights (the “Copyright Assignment”).

- (c) All of Assignor’s right, title, and interest in and to the Patents as set forth on Exhibit C, and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof; and the full right to sue for and recover all profits, damages, remedies, injunctive relief, and other legal or equitable relief recoverable from past, ongoing, current, and/or future infringement, misappropriation, violation, or misuse of the Patents (the “Patent Assignment”) (the Trademark Assignment, Copyright Assignment, and Patent Assignment may be referred to collectively herein as the “Assignment”).
 - (d) All of the foregoing shall be held and enjoyed by Assignee, for its own benefit and for the benefit of its successors, assigns, and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.
2. Assignor shall cooperate with Assignee in any recordal of this Assignment with the U.S. Patent & Trademark Office, the U.S. Copyright Office, any U.S. state-level Secretary of State Office, and/or any other governmental entity, if required, to effectuate the intent of this Agreement, and to execute any and all documents that are necessary to accomplish any such recordals.
 3. This Agreement shall be binding upon and is solely for the benefit of the Parties hereto and their respective successors and assigns, and nothing herein, express or implied, is intended to confer or shall confer on any other person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Assignment.
 4. This Agreement and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Ohio without giving effect to any choice or conflict of law provision or rule which would lead to the application of any other laws (whether of the State of Ohio or any other jurisdiction).
 5. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy hereof.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to set their hands to this Agreement as of the dates set forth below.

ASSIGNOR:

CARESOURCE

DocuSigned by:
By: 
Name: Stephen L. Ringel
Title: President Ohio Market
Date: 6/26/2020

ASSIGNEE:

CARESOURCE MANAGEMENT GROUP CO.

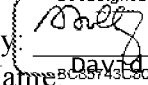
DocuSigned by:
By: 
Name: David W. Goltz
Title: Chief Financial Officer
Date: 6/26/2020

EXHIBIT A
TRADEMARKS

<u>Mark</u>	<u>Application No. and Date</u>	<u>Registration No. and Date</u>
CARESOURCE RXINNOVATIONS 	88/421,180; 8-May-2019	6,030,820; 7-Apr-2020
CARESOURCE JOBCONNECT	88/618,727; 16-Sept-2019	Pending
CARESOURCE - 	87/074,894; 17-June-2016	5,661,884; 22-Jan-2019
CARESOURCE FOUNDATION 	87/074,888; 17-June-2016	5,341,739; 21-Nov-2017
CARESOURCE AT HOME	87/074,867; 17-June-2016	5,341,738; 21-Nov-2017
CARESOURCE AT HOME 	87/074,864; 17-June-2016	5,341,737; 21-Nov-2017
BABIES FIRST	87/355,253; 1-Mar-2017	5,310,226; 17-Oct-2017
	87/228,414; 7-Nov-2016	5,227,080; 20-June-2017
CARESOURCE ADVANTAGE	86/748,333; 4-Sept-2015	5,237,631; 4-July-2017
CARESOURCE ADVANTAGE PLUS	86/748,358; 4-Sept-2015	5,237,632; 4-July-2017
CARESOURCE LIFE SERVICES 	86/805,548; 30-Oct-2015	5,042,853; 13-Sept-2016

<u>Mark</u>	<u>Application No. and Date</u>	<u>Registration No. and Date</u>
MY CARESOURCE	86/616,354; 30-Apr-2015	4,958,557; 17-May-2016
CARESOURCE LIFE SERVICES	86/504,388; 15-Jan-2015	4,933,779; 5-Apr-2016
HEALTHCARE WITH HEART	86/260,598; 23-Apr-2014	4,871,407; 15-Dec-2015
CARESOURCE MANAGEMENT GROUP	86/230,812; 25-Mar-2014	4,788,316; 11-Aug-2015
CARESOURCE FOUNDATION 	86/395,075; 15-Sept-2014	4,767,589; 7-July-2015
COVERING THE COMMONWEALTH	86/103,959; 29-Oct-2013	4,765,219; 30-June-2015
CARESOURCE 	86/222,717; 17-Mar-2014	4,636,361; 11-Nov-2014
	86/222,704; 14-Mar-2014	4,636,360; 11-Nov-2014
CARESOURCE 	86/221,004; 14-Mar-2014	4,636,340; 11-Nov-2014
	86/221,002; 14-Mar-2014	4,636,339; 11-Nov-2014
CARESOURCE	85/254,549; 1-Mar-2011	4,136,721; 1-May-2012
JUST4ME	85/922,301; 3-May-2013	4,717,032; 7-Apr-2015
CARESOURCE 	85/846,463; 11-Feb-2013	4,548,676; 10-Jun-2014
MY CARESOURCE REWARDS	85/765,258; 26-Oct-2012	4,538,828; 27-May-2014
CARESOURCE FOUNDATION	78/835,672; 13-Mar-2006	3,671,045; 18-Aug-2009
<u>Mark</u>	<u>Application No. and Date</u>	<u>Registration No. and Date</u>

	<u>Date</u>	
CARESOURCE 24	78/188,983; 26-Nov-2002	2,870,535; 3-Aug-2004
CARESOURCE	77/820,479; 4-Sept-2009	3,777,683; 20-Apr-2010
CARESOURCE ADVANTAGE	77/094,460; 30-Jan-2007	3,651,635; 7-July-2009
CARESOURCE	77/392,274; 8-Feb-2008	3,504,480; 23-Sept-2008
CARESOURCE	76/376,783; 28-Feb-2002	2,785,521; 25-Nov-2003

EXHIBIT B

COPYRIGHTS

Type of Work: Text

Registration Number / Date:

TX0006703918 / 2010-03-03

Supplement to: TX0007046811 / 2009

Title: Member Profile.

Notes: Statement re address.

Copyright Claimant:

Caresource

Supplement to Registration:

TX 7-046-811, 2009

Names: Caresource

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Type of Work: Text

Registration Number / Date:

TX0007046811 / 2009-03-26

Supplemented by: TX0006703918 / 2010-03-03

Application Title: Member Profile.

Title: Member Profile.

Description: Electronic file (eService)

Copyright Claimant:

Caresource.

Date of Creation: 2009

Date of Publication:

2009-01-13

Nation of First Publication:

United States

Authorship on Application:

Caresource, employer for hire; Domicile: United States;
Citizenship: United States. Authorship: text, compilation.

Copyright Note:

See also Member Profile; Reg. 3Mar10; TX0006703918

Names:

Caresource

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Type of Work: Computer File

Registration Number / Date:
TXu001630056 / 2009-03-26

Application Title: Member Profile.

Title: Member Profile.

Description: Electronic file (eService)

Copyright Claimant:
Caresource.

Date of Creation: 2009

Authorship on Application:
Caresource, employer for hire; Domicile: United States;
Citizenship: United States. Authorship: computer program.

Names: Caresource
Caresource

EXHIBIT C

PATENTS

1. Patent No. US D759,065 S; Display Screen with Graphical User Interface
2. Patent No. US D753,158 S; Portion on a Display Screen with Transitional User Interface