

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM613166

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Aetna Health Holdings, LLC		07/31/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Coventry Health Care Workers Compensation, Inc.		
Street Address:	6220 Greenwich Dr.		
City:	San Deigo		
State/Country:	CALIFORNIA		
Postal Code:	92122		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	1935701	COVENTRY	
Registration Number:	2163705	COVENTRY	
Registration Number:	3216185	COVENTRYONE	
Registration Number:	4161346	COVENTRY CONNECT	
CORRESPONDENCE DATA			
Fax Number:	8585093691		
<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>			
Phone:	8587208900		
Email:	dmtmdocketing@sheppardmullin.com		
Correspondent Name:	Lisa M. Martens		
Address Line 1:	12275 El Camino Real, Suite 200		
Address Line 4:	San Diego, CALIFORNIA 92130-2006		
ATTORNEY DOCKET NUMBER:	13CN-222412		
NAME OF SUBMITTER:	Lisa M. Martens		
SIGNATURE:	/Lisa M. Martens/		
DATE SIGNED:	12/08/2020		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this “**Assignment**”), dated as of July 31, 2020 (the “**Effective Date**”), is entered into by Coventry Health Care Workers Compensation, Inc., a Delaware corporation (“**Buyer**”), and Aetna Health Holdings, LLC, a Delaware limited liability company (“**Seller**”).

WHEREAS, pursuant to that certain Stock Purchase Agreement, dated as of February 28, 2020, among Mitchell Apache Holdings, LLC (“**Buyer Parent**”) and Seller (as amended pursuant to that certain Amendment No. 1, by and between Buyer Parent and Seller, dated as of May 29, 2020, as further amended by Amendment No. 2, by and between Buyer Parent and Seller, dated as of July 23, 2020, and as may be further amended, modified or supplemented from time to time, the “**Stock Purchase Agreement**”), Seller has agreed to sell to Buyer Parent, and Buyer Parent has agreed to purchase from Seller, the Shares (as defined therein) (the “**Acquisition**”). Capitalized terms used but not defined in this Agreement have the meanings given to them in the Stock Purchase Agreement.

WHEREAS, Seller is the owner of the trademark registrations listed on Appendix 1 (the “**Trademarks**”) before the United States Patent and Trademark Office; and

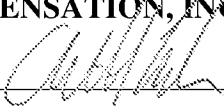
WHEREAS, in connection with the Acquisition, Buyer is desirous of acquiring all right, title, and interest in and to the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably sells, transfers, conveys, assigns and delivers to Buyer, its successors and assigns, all of Seller’s right, title, and interest in and to the Trademarks in the United States and all jurisdictions outside the United States, including all the goodwill of the Business associated therewith and symbolized thereby (including the right to apply for trademark registrations within or outside the United States based in whole or in part upon the Trademarks, and the right to all past, present, and future rights of action, both at law and in equity with respect thereto, including without limitation all rights to sue, settle any claims, and collect all damages for any past, present, or future infringement or misappropriation of the Trademarks), the same to be held and enjoyed by Buyer as fully and entirely as said interest could have been held and enjoyed by Seller had this sale, transfer, conveyance, assignment, and delivery not been made, and Buyer does hereby accept such sale, transfer, conveyance, assignment and delivery.

Seller authorizes the Commissioner for Trademarks and any other governmental officials to record and register this Assignment upon request by Buyer.

The parties have caused this Trademark Assignment Agreement to be executed by their respective duly authorized representatives.

**COVENTRY HEALTH CARE WORKERS
COMPENSATION, INC.**

By:  _____

Name: Arthur J. Lynch

Title: President and Chief Executive Officer

AETNA HEALTH HOLDINGS, LLC

By: _____

Name: _____

Title: _____


**COVENTRY HEALTH CARE WORKERS
COMPENSATION, INC.**

By: _____

Name: _____

Title: _____

AETNA HEALTH HOLDINGS, LLC

By: _____ 

Name: Olga Peacock

Title: Vice President

Appendix 1
TRADEMARKS

Mark	Application Date	App. No./Reg. No.	Registration Date	Registration No.
COVENTRY	January 3, 1991	RN: 1935701 SN: 74128060	November 14, 1995	1935701
COVENTRY	March 19, 1997	RN: 2163705 SN: 75259830	June 9, 1998	2163705
COVENTRYONE	July 22, 2005	RN: 3216185 SN: 76643440	March 6, 2007	3216185
COVENTRY CONNECT	November 3, 2011	RN: 4161346 SN: 85463654	June 19, 2012	4161346