

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM626432

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Associates in Family Practice of Broward, L.L.C.		12/31/2019	Limited Liability Company: FLORIDA
RECEIVING PARTY DATA			
Name:	Bright Health Services, Inc.		
Street Address:	219 North 2nd St		
Internal Address:	Suite 401		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55401		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5466138	ASSOCIATES MD	
CORRESPONDENCE DATA			
Fax Number:	6126077100		
<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:	612-607-7325		
Email:	bgrahn@foxrothschild.com		
Correspondent Name:	Barbara Grahn		
Address Line 1:	222 South Ninth St		
Address Line 2:	Suite 2000		
Address Line 4:	Minneapolis, MINNESOTA 55402		
ATTORNEY DOCKET NUMBER:	204766.00010		
NAME OF SUBMITTER:	Barbara J Grahn		
SIGNATURE:	/bjg/		
DATE SIGNED:	02/16/2021		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment"), dated as of December 31, 2019 (the "Effective Date"), is by and between Associates in Family Practice of Broward, L.L.C, a Florida limited liability company (the "Company") and Bright Health Services, Inc., a Delaware corporation ("Bright").

RECITALS

WHEREAS, the Company is the owner of the marks shown on Schedule A hereof (hereinafter collectively, the "Assigned Marks");

WHEREAS, Bright, the Company and the other parties thereto have entered into that certain Asset Purchase Agreement (the "Purchase Agreement"), dated as of November 29, 2019 (hereinafter the "Purchase Agreement"), pursuant to which the Company is, as applicable, selling the Acquired Assets (as defined in the Purchase Agreement) to Bright, including, without limitation, the Assigned Marks; and

WHEREAS, this Assignment is being executed and delivered by the parties in connection with the consummation of the transactions contemplated by the Purchase Agreement for recording with the United States Patent and Trademark Office.

AGREEMENT

NOW THEREFORE, pursuant to and in accordance with the terms and provisions of the Purchase Agreement, and for the consideration set forth therein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Assignment of the Assigned Marks. The Company does hereby assign, set over and transfer to Bright the entire right, title and interest in and to the Assigned Marks, and any marks legally related thereto and owned by the Company, together with all associated goodwill and all claims for damages by reason of past, present, and future infringement of all such Assigned Marks with the right to sue for and collect the same for its own use and benefit, and for the use and on behalf of its successors, assigns or other legal representatives.

2. Further Assurance. The Company hereby covenants and agrees to and with Bright, its successors, legal representatives, and assigns that the Company will, whenever counsel of Bright, or the counsel of its successors, legal representatives, and assigns, shall advise that any proceeding in connection with the Assigned Marks and related marks, any renewal or extension of the Assigned Marks and related marks, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts reasonably necessary or required to be done for the procurement, maintenance, enforcement and defense of the Assigned Marks and related marks by Bright, its successors, legal representative, and assigns, at the cost and expense of Bright, its successors, legal representatives, and assigns.

3. Governing Law. This Assignment shall be governed by, and construed in accordance with, the internal, substantive laws of the State of Florida, without giving effect to the conflict of laws principles that would apply the laws of any other jurisdiction.

4. Counterparts. This Assignment may be executed and delivered (including by facsimile or other readable electronic format) in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

5. Section Headings. Section headings have been inserted in this Assignment for convenience of reference only and shall not be deemed to be a part of or to affect the meaning or interpretation of this Assignment.

6. Relationship to Purchase Agreement. This Assignment is executed and delivered pursuant to, is in furtherance of, and is subject to the terms and conditions of, the Purchase Agreement. In the event of any conflict between the terms of the Purchase Agreement and the terms of this Assignment, the terms of the Purchase Agreement shall prevail. Nothing contained in this Assignment shall be deemed to alter, modify, expand or diminish the terms or provisions of the Purchase Agreement.

[signature pages follow]

IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed effective as of the date first written above.

BRIGHT:

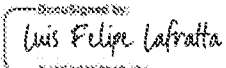
BRIGHT HEALTH SERVICES, INC.

By: DocuSigned by: Brian Beutner
Name: Brian Beutner
Title: Corporate Secretary

IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed effective as of the date first written above.

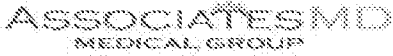
COMPANY:

**ASSOCIATES IN FAMILY PRACTICE OF
BROWARD, L.L.C.**

By: 
Name: Luis Felipe Lafratta
Title: CEO

SCHEDULE A
ASSIGNED MARKS

Registered Trademark

Mark	Owner	Reg. No.	Reg. Date
	Associates in Family Practice of Broward, L.L.C.	5,466,138	05/08/2018

Common Law Tradenames

- ASSOCIATESMD
- ASSOCIATESMD MEDICAL CENTER
- ASSOCIATESMD MEDICAL GROUP
- ASSOCIATESMD URGENT CARE