

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM626673

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Membership Interest Transfer Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Corizon Health, Inc.		12/31/2020	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PharmaCorr Holdings, LLC		
<b>Street Address:</b>	103 Powell Ct.		
<b>City:</b>	Brentwood		
<b>State/Country:</b>	TENNESSEE		
<b>Postal Code:</b>	37027		
<b>Entity Type:</b>	Limited Liability Company: FLORIDA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88372328	ENDEAVOR DISTRIBUTION	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	5025610442		
<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>			
<b>Phone:</b>	5025841135		
<b>Email:</b>	jray@middletonlaw.com		
<b>Correspondent Name:</b>	Julie Gregory Ray		
<b>Address Line 1:</b>	401 S. Fourth Street		
<b>Address Line 2:</b>	Suite 2600		
<b>Address Line 4:</b>	Louisville, KENTUCKY 40202		
<b>NAME OF SUBMITTER:</b>	Julie Gregory Ray		
<b>SIGNATURE:</b>	/Julie Gregory Ray/		
<b>DATE SIGNED:</b>	02/17/2021		
<b>Total Attachments: 3</b>			
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## ENDEAVOR MEMBERSHIP INTEREST TRANSFER AGREEMENT

THIS TRANSFER AGREEMENT (this “Agreement”) is effective as of December 31, 2020 (the “Effective Date”), by and between Corizon Health, Inc., a Delaware corporation (“Transferor”), and PharmaCorr Holdings, LLC, a Florida limited liability company (the “Company”).

### BACKGROUND

WHEREAS, Transferor currently owns all of the liability company interests of Endeavor Distribution, LLC, a Delaware limited liability company (the “Endeavor Membership Interest”); and

WHEREAS, the Transferor, as part of an affiliated group of companies, desires to transfer the Endeavor Membership Interest to the Company as part of an internal corporate realignment; and

WHEREAS, the parties hereto desire to enter into this Agreement to provide for the transfer by Transferor of the Endeavor Membership Interest to the Company.

NOW THEREFORE, in consideration of the foregoing, which are hereby incorporated in this Agreement, and on the mutual covenants contained in this Agreement, the parties hereto, intending to be legally bound hereby, do agree as follows:

**Section 1. Transfer.** Transferor hereby does irrevocably sell, assign and transfer unto Company, and the Company hereby receives and accepts the Endeavor Membership Equity, free and clear of all liens, claims and encumbrances.

**Section 2. Further Assurances.** The Company and Transferor shall promptly execute and deliver such documents, certificates, agreements and other writings and take such other actions as may be necessary or desirable in order to consummate, implement, affirm or ratify the transactions contemplated by this Agreement.

**Section 3. Governing Law.** This Agreement shall be construed and governed in accordance with the internal laws of the State of Delaware without regard to the principles of conflicted laws.

**Section 4. Entire Agreement; Amendment.** This Agreement, including the instruments and agreements executed in connection herewith, contain all of the terms and conditions agreed upon by the parties hereto relating to the subject matter of this Agreement and supersedes all prior and contemporaneous agreements, negotiations, correspondence, undertakings and communications of the parties hereto, oral or written, respecting such subject matter. This Agreement shall not be amended or modified except by an agreement in writing duly executed by the Company and Transferor.

**Section 5. Assignment.** This Agreement will be binding upon an inure to the benefit of the parties hereto and their respective successors and permitted assigns. Notwithstanding anything to the contrary contained herein, Transferor may not assign any of its rights or delegate any of its responsibilities, liabilities or obligations under this Agreement without the prior written consent of the Company.

**Section 6. Headings.** The subject headings of sections of this Agreement are included for purposes of convenience of reference only and shall not affect the construction or interpretation of any of its provisions.

**Section 7. Counterparts; Deliveries.** This Agreement may be executed simultaneously in counterparts via a facsimile copy or an e-mail of a PDF file containing a copy of the signature page of the

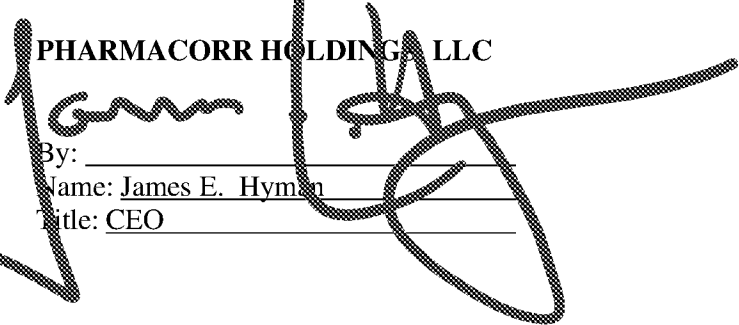
person executing this Agreement, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

**[Signature Page Follows]**

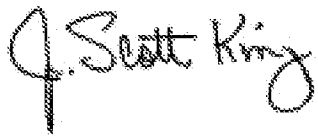
IN WITNESS WHEREOF, the parties hereto have executed this Corizon Health Contribution Agreement effective as of the Effective Date.

**THE COMPANY:**

**PHARMACORR HOLDINGS, LLC**

By:   
Name: James E. Hymen  
Title: CEO

**THE TRANSFEROR:**

**CORIZON**   
By: \_\_\_\_\_  
Name: J. Scott King  
Title: Executive Vice President, Chief  
Legal Officer & Secretary

Signature Page to Corizon Health Transfer Agreement  
(Corizon Health, Inc. to PharmaCorr Holdings, LLC)