

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM633498

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
<b>RESUBMIT DOCUMENT ID:</b>	900593280

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
nThrive Solutions, LLC		01/25/2021	Limited Liability Company: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	nThrive Revenue Systems, LLC
<b>Street Address:</b>	200 North Point Center East, Suite 600
<b>City:</b>	Alpharetta
<b>State/Country:</b>	GEORGIA
<b>Postal Code:</b>	30022
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

**PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark
<b>Registration Number:</b>	4457253	PRECYSE
<b>Registration Number:</b>	4094999	PRECYSE SOLUTIONS
<b>Registration Number:</b>	5156566	PRECYSE UNIVERSITY

**CORRESPONDENCE DATA****Fax Number:**

*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.*

**Email:** alhanson@nthrive.com

**Correspondent Name:** Alexandra Hanson

**Address Line 1:** 200 North Point Center East, Suite 600

**Address Line 4:** Alpharetta, GEORGIA 30022

<b>NAME OF SUBMITTER:</b>	Alexandra Hanson
<b>SIGNATURE:</b>	/Alexandra Hanson/
<b>DATE SIGNED:</b>	03/22/2021

**Total Attachments: 4**

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**INTELLECTUAL PROPERTY ASSIGNMENT**

This Intellectual Property Assignment (the “Assignment”) is between nThrive Solutions, LLC f/k/a nThrive Solutions, Inc., a Delaware limited liability company (“Assignor”) and nThrive Revenue Systems, LLC, a Delaware limited liability company (“Assignee”). The effective date of this Assignment is January 25, 2021. Capitalized terms that are used but not defined herein shall have the meaning ascribed to such terms in that certain Stock Purchase Agreement, dated as of November 15, 2020, by and among nThrive Holdings, LP, nThrive Holdco, Inc., Services Solutions Group Holdco, LLC and MedAssets Software Intermediate Holdings, Inc. (the “SPA”).

WHEREAS, Assignor and Assignee are both wholly-owned subsidiaries of nThrive, Inc., a Delaware corporation (the “Parent”), and Assignor, Assignee and the Parent are all wholly owned subsidiaries of nThrive Holdings, LP, a Delaware limited partnership (“nThrive”);

WHEREAS, Assignor, Assignee, the Parent and certain other controlled affiliates of nThrive intend to carry out an intra group corporate reorganization (the “Reorganization”) pursuant to which, among other things, Assignor was converted from a Delaware corporation to a Delaware limited liability company;

WHEREAS, in furtherance of the Reorganization, and pursuant to this Agreement , Assignor has agreed to assign to Assignee all of Assignor’s right, title and interest in and to (i) the trademarks shown on attached Exhibit A (collectively, the “Trademarks”) and (ii) the Intellectual Property to the extent such Intellectual Property constitutes a TSG Business Asset under the SPA (together with the Trademarks, the “Assigned IP”); and

WHEREAS, the parties intend that the transfer and assignment hereunder be disregarded for United States federal income tax purposes.

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment of Intellectual Property. Assignor hereby transfers, conveys, assigns and delivers to Assignee all of Assignor’s right, title and interest in and to the Assigned IP, including the Trademarks and all goodwill of the business associated therewith throughout the world and including all of Assignor’s (i) common law and statutory right, title and interest therein and thereto, (ii) rights of registration, maintenance, renewal and protection thereof, and (iii) rights of recovery and of legal action for past infringements and of opposition, interference and/or cancellation proceedings for protection of the Assigned IP. Assignor hereby authorizes Assignee, its successors and assigns to the fullest extent permitted by applicable law, to file in its own name applications for trademark and service mark registration in connection with the Trademarks, and to secure in its own name the registrations granted thereon throughout the world.

2. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of Delaware, without giving effect to conflicts of law principles.

3. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed by their duly authorized representatives as of the date written above.

[Signature page to follow; the rest of this page is intentionally left blank]

**ASSIGNEE:**

**nThrive Revenue Systems, LLC**

By:  \_\_\_\_\_

Name: Daniel Mulligan

Its: Chief Legal Officer, Vice President  
and Secretary

**ASSIGNOR:**

**nThrive Solutions, LLC**

By:  \_\_\_\_\_

Name: Heather MacKenzie Swift

Its: Vice President and Secretary

**Exhibit A**  
**List of Trademarks to be Assigned to nThrive Revenue Systems, LLC**

<b>Trademark</b>	<b>Appl. No.</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
PRECYSE	85357987	4457253	12/31/201 <sub>3</sub>
PRECYSE SOLUTIONS	77904067	4094999	02/07/201 <sub>2</sub>
PRECYSE UNIVERSITY	86415725	5156566	03/07/201 <sub>7</sub>