

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM655085

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MedAdvantage, LLC		06/21/2021	Limited Liability Company: KENTUCKY
RECEIVING PARTY DATA			
Name:	Verisys Corporation		
Street Address:	1001 N. Fairfax St.		
Internal Address:	STE 640		
City:	Alexandria		
State/Country:	VIRGINIA		
Postal Code:	22314		
Entity Type:	Corporation: VIRGINIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85439581	CREDENTIALING MADE EASY	
CORRESPONDENCE DATA			
Fax Number:	2159724169		
<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:	2159727880		
Email:	trademarks@saul.com		
Correspondent Name:	Mark D. Simpson, Esq.,		
Address Line 1:	Centre Square West		
Address Line 2:	1500 Market Street, 38th Floor		
Address Line 4:	Philadelphia, PENNSYLVANIA 19102		
ATTORNEY DOCKET NUMBER:	383170.00001		
NAME OF SUBMITTER:	Mark D. Simpson		
SIGNATURE:	/Mark D. Simpson/		
DATE SIGNED:	06/21/2021		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this “**Assignment**”) is entered into as of June 21, 2021 (the “**Effective Date**”) by and between MedAdvantage, LLC, a Kentucky limited liability company (“**Assignor**”) and Verisys Corporation, a Virginia corporation (“**Assignee**”). Assignor and Assignee are collectively referred to herein as the “**Parties**” and each, individually, a “**Party**.”

WHEREAS, Assignor, Assignee and iHealth Solutions, LLC d/b/a Advantum Health, a Kentucky limited liability company (“**iHealth**”) are parties to that certain Asset Purchase Agreement, dated as of the Effective Date (the “**Purchase Agreement**”), pursuant to which Assignor and iHealth sold, and Assignee purchased, the Purchased Assets (as defined in the Purchase Agreement), including “Credentialing Made Easy,” Serial No. 85439581 (the “**Mark**”);

WHEREAS, Assignor desires to assign and transfer, and Assignee desires to acquire, all right, title and interest in and to the Mark, together with the goodwill of the business symbolized by the Mark;

WHEREAS, the parties wish to acknowledge this Assignment and make it of record in the United States Patent and Trademark Office and other trademark offices;

NOW, THEREFORE, in consideration of the recitals and the mutual agreements, conditions and covenants set forth therein and herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. Assignment. Assignor hereby sells, assigns, transfers, delivers and sets over to Assignee, and Assignee hereby accepts from Assignor, all right, title, and interest in and to the Mark, including any and all common law and statutory rights therein and thereto, together with all of the goodwill of the business symbolized by the Mark, including without limitation, all trademark applications and registrations therefor.

2. Further Assurances. At any time, and from time to time after the date hereof, at Assignee’s request, Assignor shall promptly execute and deliver any such other written instruments of sale, transfer, conveyance, recordal, assignment and confirmation, and take any such other action, at Assignee’s expense, as Assignee may reasonably deem necessary or desirable, in order to more effectively evidence, record, transfer, convey and assign to Assignee, and to confirm Assignee’s title to, the Mark.

3. Recording. Assignor hereby authorizes and requests the United States Patent and Trademark Office, and/or any other appropriate U.S. or foreign governmental agencies to, record Assignee as the assignee and owner of the Mark, and to deliver to Assignee, and to Assignee’s attorneys, agents, representatives and its successors, heirs and assigns, all official documents and communications as may be warranted by this Agreement.

4. Conflict. This Assignment is subject to all the terms and conditions of the Purchase Agreement. Each Party acknowledges and agrees that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein.

Notwithstanding anything to the contrary set forth herein, if there is any conflict between the terms and conditions of this Assignment and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement will control.

5. Assignments, Successors and No Third-Party Rights. No Party may assign any of its rights or delegate any of its obligations under this Assignment without the prior written consent of the other Party. Subject to the preceding sentence, this Assignment will apply to, be binding in all respects upon and inure to the benefit of the successors and permitted assigns of the Parties. Nothing expressed or referred to in this Assignment will be construed to give any Person other than the Parties to this Assignment any legal or equitable right, remedy or claim under or with respect to this Assignment or any provision of this Assignment, except such rights as shall inure to a successor or permitted assignee pursuant to this Section 5.

6. Severability. Whenever possible, each provision of this Assignment shall be interpreted in such a manner as to be effective and valid under applicable Law, but if any provision of this Agreement, or the application thereof to any Person or under any circumstances, shall be invalid or unenforceable to any extent under applicable Law, and the extent of such invalidity or unenforceability does not cause substantial deviation from the underlying intent of the Parties as expressed in this Assignment then such provision shall be deemed severed from this Assignment with respect to such Person or circumstances, without invalidating the remainder of this Assignment or the application of such provision to other Persons or circumstances, and a new provision shall be deemed to be substituted in lieu of the provision so severed, which new provision shall, to the extent possible, accomplish the intent of the parties hereto as evidenced by the provision so severed.

7. Amendment. Neither this Assignment nor any term hereof may be amended, waived, discharged or terminated, except by a written instrument duly executed on behalf of each Party by its duly authorized officer or employee.

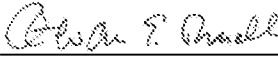
8. Counterparts. This Assignment may be executed and delivered (including by facsimile transmission or PDF) in one or more counterparts, all of which will be considered one and the same agreement and will become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties, it being understood that all parties need not sign the same counterpart.

[signatures to follow]

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

ASSIGNOR:

MEDADVANTAGE, LLC

By: 
Name: Steven E. Russell
Title: Chief Financial Officer

ASSIGNEE:

VERISYS CORPORATION

By: _____
Name: John P. Benson
Title: Chairman

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

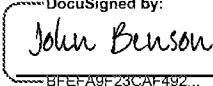
ASSIGNOR:

MEDADVANTAGE, LLC

By: _____
Name: _____
Title: _____

ASSIGNEE:

VERISYS CORPORATION

By:  _____
Name: John P. Benson
Title: Chairman

[Signature Page to Trademark Assignment]