

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM660702

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cigna Intellectual Property Inc.		06/30/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Coventry Health Care Workers Compensation, Inc.		
Street Address:	6220 Greenwich Drive		
City:	San Diego		
State/Country:	CALIFORNIA		
Postal Code:	92122		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4930934	QUALCARE	
Registration Number:	4674541	QUALCARE ALLIANCE NETWORKS	
Registration Number:	4670440	QUAL-LYNX	
CORRESPONDENCE DATA			
Fax Number:	8588761604		
<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:	8887504407		
Email:	westdocket@holleymenker.com		
Correspondent Name:	Gabrielle A. Holley		
Address Line 1:	P.O. Box 96		
Address Line 4:	Solana Beach, CALIFORNIA 92075		
ATTORNEY DOCKET NUMBER:	4848.F1022US00		
NAME OF SUBMITTER:	Gabrielle Holley		
SIGNATURE:	/GAHolley/		
DATE SIGNED:	07/17/2021		
Total Attachments: 7			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “IP Assignment”), dated as of June 30, 2021 (the “Effective Date”), is made by and among Cigna Intellectual Property Inc., a Delaware corporation (“Assignor”) and Coventry Health Care Workers Compensation, Inc., a Delaware corporation (“Assignee”). Assignor and Assignee are sometimes individually referred to herein as a “Party” and collectively as the “Parties.”

WITNESETH:

WHEREAS, Assignor is the owner of the right, title, and interest in, to, and under (i) the registered trademarks set forth in the attached Exhibit A, along with the goodwill associated therewith (the “Trademarks”), (ii) the domain names set forth in the attached Exhibit A, along with the goodwill associated therewith (the “Domain Names”), and (iii) any additional Intellectual Property owned in whole or part by the Company or one of the Subsidiaries, or owned by Seller or one of its Affiliates and that is primarily used in connection with the Business (“Additional Rights,” together with the Trademarks and the Domain Names, the “Company Intellectual Property”); and

WHEREAS, Buyer and Seller, entered into that certain Stock Purchase Agreement on May 5, 2021 (the “Purchase Agreement”), pursuant to which, Buyer agreed to purchase and accept all Shares of the Company; and

WHEREAS, it is a condition to the Closing of the Purchase Agreement that Seller delivers to Buyer an assignment of the Company Intellectual Property, in form and substance reasonably satisfactory to Buyer; and

WHEREAS, any capitalized term used but not defined herein shall have the meaning set forth in the Purchase Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, it is hereby agreed as follows:

1. Assignment.

- (i) Trademark Assignment. Assignor hereby assigns, transfers, and conveys to Assignee the whole entire right, title, and interest in, to, and under the Trademarks, including all goodwill associated therewith, and rights of protection of interest therein under the Applicable Laws of all jurisdictions. Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments to issue or transfer all Trademarks to Assignee, as assignee of the entire right, title, and interest therein or otherwise as Assignee may direct.
- (ii) Domain Name Assignment. Assignor hereby assigns, transfers, and conveys to Assignee the whole entire right, title, and interest in, to, and under the Domain Names, including any goodwill associated therewith, and rights of protection of interest therein under the Applicable Laws of all jurisdictions. Assignor covenants, agrees, and undertakes to transfer in accordance with the domain name transfer procedures of the applicable

registrar for the Domain Names, including executing applicable domain name registrar transfer agreements or documents, assignments, lawful oaths, and any other papers that Assignee may deem necessary or desirable, all at Assignee's sole cost and expense. If, due to applicable registrar rules or regulations, a domain name registration cannot be assigned, the Parties agree to discuss a reasonable resolution. Until such reasonable resolution is reached, Assignor shall maintain such domain name registration in full force and effect, and operate such domain at Assignee's direction, including pointing the domain to another site selected by Assignee, all at Assignee's sole cost and expense.

- (iii) Additional Rights Assignment. Assignor hereby assigns, transfers, and conveys to Assignee any and all of its right, title, and interest in, to, and under the Additional Rights, and rights of protection of interest therein under the Applicable Laws of all jurisdictions.
2. Further Assurances. The Parties shall execute and deliver, and shall procure that their Affiliates shall 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 or implement expeditiously the transactions and services contemplated by this IP Assignment.
3. Provision of Requested Information. Assignor agrees that it is hereby legally bound, upon reasonable request, to supply all information and evidence of which Assignor has knowledge or within its possession relating to the Company Intellectual Property (and the business identified by the Company Intellectual Property), and to testify in any legal proceeding relating thereto, all at Assignee's sole cost and expense.
4. Attorney-In-Fact. Assignor hereby constitutes and appoints Assignee as Assignor's true and lawful attorney-in-fact, with full power of substitution in Assignor's name and its stead, but for Assignee's benefit, to take any and all commercially reasonable steps, including proceedings at law, in equity, or otherwise to execute, acknowledge, and deliver any and all instruments and assurances reasonably necessary in order to vest the aforesaid Company Intellectual Property, and causes of action, more effectively in Assignee or to protect the same, or to enforce any claim or right of any kind with respect thereto, all at Assignee's sole cost and expense. This includes any rights with respect to the Company Intellectual Property that may have accrued in Assignor's favor up to the Effective Date. Assignor hereby declares that the foregoing power is coupled with an interest and is irrevocable.
5. Governing Law. This IP Assignment and any Actions arising from or relating to this IP Assignment (whether in contract, tort, or otherwise) shall be governed by, and construed in accordance with, the Applicable Laws of the State of Delaware (without giving effect to choice of law principles thereof), in each case.
6. Headings. The descriptive headings contained in this IP Assignment are included for convenience of reference only and shall not affect in any way the meaning or interpretation of this IP Assignment.
7. Counterparts. This IP Assignment may be executed and delivered (including by facsimile transmission, by pdf, or by other means of electronic signature, such as DocuSign, as mutually agreed by the Parties) in one or more counterparts, and by the different Parties in

separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of the signature page to this IP Assignment by facsimile or email with scan attachment shall be as effective as delivery of a manually executed counterpart of this IP Assignment.

8. Exclusive Jurisdiction. Each of the Parties (i) consents to submit itself to the personal jurisdiction of the Superior Court of Delaware or any court of the United States located in the State of Delaware, in the event any Action arises out of this IP Assignment, or any of the transactions contemplated by this IP Assignment, (ii) agrees that it will not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from any such court, and (iii) agrees that it will not bring any Action relating to this IP Assignment, or any of the transactions contemplated by this IP Assignment, in any court other than the Superior Court of Delaware or, if under Applicable Laws exclusive jurisdiction is vested in the federal courts, any court of the United States located in the State of Delaware.
9. Interpretation. When reference is made in this IP Assignment to a Section, Article, Exhibit, Appendix or Schedule such reference shall be to a Section, Article, Exhibit, Appendix or Schedule of this IP Assignment, unless otherwise indicated. Whenever the words “include,” “includes,” or “including” are used in this IP Assignment, they shall be deemed to be followed by the words “without limitation.” The words “hereof,” “herein,” “hereby,” and “hereunder” and words of similar import when used in this IP Assignment shall refer to this IP Assignment as a whole and not to any particular provision of this IP Assignment. The word “or” shall not be exclusive, unless the context clearly indicates that it is intended to be exclusive. Any reference to the masculine, feminine, or neuter gender shall include each other gender and any reference to the singular or plural shall include the other, in each case unless the context otherwise requires. All exhibits, appendices, and schedules annexed hereto or referred to herein, including Exhibit A, are hereby incorporated in and made a part of this IP Assignment as if set forth in full herein.
10. Mutual Drafting. The Parties are sophisticated, have participated jointly in the negotiation and drafting of this IP Assignment and have been represented by lawyers throughout the transactions contemplated hereto who have carefully negotiated the provisions hereof. As a consequence, the Parties do not intend that the presumptions set forth in Applicable Laws relating to the interpretation of contracts against the drafter of any particular clause should be applied to this IP Assignment or any exhibit, appendix, or schedule hereto and, therefore, waive their effects.

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

ASSIGNOR:

Cigna Intellectual Property Inc.

By: Jill Studebman
Title: Assistant Secretary
Date: June 30, 2021

ASSIGNEE:

**Coventry Health Care Workers
Compensation, Inc.**

By: _____
Title: _____
Date: _____

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

ASSIGNOR:

Cigna Intellectual Property Inc.

By: _____
Title: _____
Date: _____

ASSIGNEE:

**Coventry Health Care Workers
Compensation, Inc**

Peter Madeja
By: Peter Madeja
Title: Vice-President
Date: June 30, 2021

Exhibit A

Trademarks

TM/AN/RN/Disclaimer	Status/Key Dates	Full Goods/Services	Owner Information
<u>QUALCARE</u> RN: 4930934 SN: 86620967	Registered April 5, 2016 Int'l Class: 35,36 First Use: September 30, 1994 Filed: May 6, 2015	Int'l Class(es): 35, 36 (Int'l Class: 35) managed care services, namely, utilization review and pre-certification services, electronic processing of health care information; managed care benefits billing services in the nature of medical bill review and re-pricing; business services, namely, independent medical management administrative services for self funded major medical health plans (Int'l Class: 36) providing benefits administration services for others, namely, administration of employee health and welfare plans, concerning insurance and finance; administrative services for health care benefit plans, namely, administration of self funded ppo, hmo network, point of service (pos) network and open access health plans, consumer directed health plans, workers' compensation plans, third party medical and workers' compensation claims administration (tpa), out-of-network medical and workers' compensation claims adjustment, concerning insurance and finance; insurance administration and insurance claims administration in the field of health care	Cigna Intellectual Property Inc. (Delaware Corp.) 300 Bellevue Parkway Wilmington Delaware 19809
<u>QUALCARE ALLIANCE NETWORKS</u> RN: 4674541 SN: 86274137 Disclaimer: "ALLIANCE NETWORKS"	Registered January 20, 2015 Int'l Class: 35 First Use: December 31, 1991 Filed: May 7, 2014	Int'l Class(es): 35 (Int'l Class: 35) health care business administrative services to managed care providers	Cigna Intellectual Property Inc. (Delaware Corp.) 300 Bellevue Parkway Wilmington Delaware 19809
<u>QUAL-LYNX</u>	Registered 8 &	Int'l Class(es): 36	Cigna Intellectual

TM/AN/RN/Disclaimer	Status/Key Dates	Full Goods/Services	Owner Information
RN: 4670440 SN: 86274078	15 October 20, 2020 Int'l Class: 36 First Use: March 26, 2013 Filed: May 7, 2014 Registered: January 13, 2015	(Int'l Class: 36) claims administrative services in the fields of property, casualty and workers' compensation	Property Inc. (Delaware Corp.) 300 Bellevue Parkway Wilmington Delaware 19809
