

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM673052

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
naviHealth, Inc.		08/25/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Curaspan Health Group, Inc.		
Street Address:	275 GROVE SUITE 1-110		
Internal Address:	RIVERSIDE CENTER		
City:	NEWTON		
State/Country:	MASSACHUSETTS		
Postal Code:	02466		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4923306	CURASPAN	
Registration Number:	4923307	CURASPAN	
Registration Number:	3906269	CURASPAN HEALTH GROUP	
Registration Number:	5124754	CURASPAN INTAKE	
Registration Number:	4897598	QUICKCASE	
CORRESPONDENCE DATA			
Fax Number:	7036106200		
<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:	7036106100		
Email:	boxip@hoganlovells.com		
Correspondent Name:	Greta D. Feldman of Hogan Lovells US LLP		
Address Line 1:	8350 Broad Street, 17th Floor		
Address Line 2:	Attn: Box Intellectual Property		
Address Line 4:	Tysons, VIRGINIA 22102		
NAME OF SUBMITTER:	Greta D. Feldman of Hogan Lovells US LLP		
SIGNATURE:	/Greta D. Feldman/		
DATE SIGNED:	09/08/2021		

CH \$140.00 4923306

Total Attachments: 4

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ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT (this “Agreement”), effective as of August 25, 2021, is between naviHealth, Inc., a Delaware corporation (“Assignor”), and Curaspan Health Group, Inc., a Delaware corporation and wholly-owned subsidiary of Assignor (“Assignee”).

RECITALS

Pursuant to the terms and conditions of this Agreement, Assignor wishes to convey, transfer and assign to Assignee all of Assignor’s right, title and interest in, to and under the assets listed on Exhibit A hereto (the “Assigned Rights”).

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment. Assignor hereby conveys, transfers and assigns to Assignee all of its right, title and interest in, to and under the Assigned Rights.
2. Assumption. Assignee hereby accepts the foregoing assignment, and assumes and agrees to fully perform, satisfy and discharge, as and when the same may become performable and in accordance with respective terms thereof, all of Assignor’s obligations and liabilities accruing and arising in connection with the Assigned Rights, if any.
3. Further Assurances. Each party hereto, for itself and its successors and assigns, covenants that such party, its successors and assigns will, from time to time, as and when requested by the other party hereto, and at the requesting party’s sole expense, execute and deliver, or cause to be executed and delivered, all such documents and instruments and shall take, or cause to be taken, all such further or other actions as such requesting party may reasonably deem necessary or desirable to carry out this Agreement or the transactions contemplated hereby.
4. Severability. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction. Any invalid or unenforceable provision shall be modified to the extent necessary to allow for enforceability and to give effect to the original intent of the parties hereto to the extent possible.
5. No Third Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their permitted successors and assigns and nothing herein expressed or implied shall give or be construed to give any person, other than the parties hereto and such permitted successors and assigns, any legal or equitable rights hereunder.

6. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Delaware, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the law of any jurisdiction other than the State of Delaware.

7. Waivers and Amendments. This Agreement may be amended, modified or supplemented, and any terms hereof may be waived, only by a written instrument executed by the parties hereto.

8. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or scanned pages shall be effective as delivery of a manually executed counterpart to this Agreement.


9. Successors and Assigns. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and permitted assigns.

* * * * *

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first-above written.

ASSIGNOR:

NAVIHEALTH, INC.
a Delaware corporation


By: 

Name: Denise Ceule

Title: Secretary

ASSIGNEE:

CURASPAN HEALTH GROUP, INC.
a Delaware corporation

By: 

Name: Denise Ceule

Title: Secretary

[Assignment and Assumption Agreement]

Exhibit A

Assigned Rights

Trademark	Jurisdiction	Status	Filing Date	App. No.	Reg. Date	Reg. No.	Class
CURASPAN	United States of America	Registered	28-Feb-2014	86208244	22-Mar-2016	4923306	42 Int.
CURASPAN & Design	United States of America	Registered	28-Feb-2014	86208252	22-Mar-2016	4923307	42 Int.
CURASPAN HEALTH GROUP	United States of America	Registered	08-Jul-2009	77776692	18-Jan-2011	3906269	42 Int.
CURASPAN INTAKE	United States of America	Registered	07-Sep-2014	86387539	17-Jan-2017	5124754	42 Int.
QUICKCASE	United States of America	Registered	14-Apr-2015	86597010	09-Feb-2016	4897598	42 Int.

Domain Name	Status	Expiration Date
rightcaresolutions.com	Active	9/7/2021
rightcaretouch.com	Active	5/11/2022
curaspan.com	Active	8/11/2022
edischarge.com	Active	1/1/2022