

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM675516

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
R-Health, Inc.		09/20/2021	Corporation: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	Everside Health, LLC		
Street Address:	1400 Wewatta Street, Suite 350		
City:	Denver		
State/Country:	COLORADO		
Postal Code:	80202		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5273904	CARE IS PRIMARY.	
CORRESPONDENCE DATA			
Fax Number:	9498519348		
<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:	949-851-0633		
Email:	IPDocketOrangeCounty@mwe.com, sbro@mwe.com, kdelcoure@mwe.com, efarrahi@mwe.com, ipdocketmwe@mwe.com		
Correspondent Name:	Sarah E. Bro		
Address Line 1:	McDermott Will & Emery LLP		
Address Line 2:	18565 Jamboree Road, Suite 250		
Address Line 4:	Irvine, CALIFORNIA 92612		
ATTORNEY DOCKET NUMBER:	106743-0019		
NAME OF SUBMITTER:	Sarah E. Bro		
SIGNATURE:	/sarah e. bro/		
DATE SIGNED:	09/20/2021		
Total Attachments: 3			
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source=Trademark Assignment by R-Health, Inc. to Everside Health, LLC - signed#page2.tif			
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TRADEMARK ASSIGNMENT

This Trademark Assignment ("Trademark Assignment") is effective as of September 20, , 2021, by and between R-Health, Inc., a Pennsylvania corporation located at 210 Yorktown Plaza, Elkins Park, Pennsylvania 19027 ("Assignor"), and Everside Health, LLC, a Delaware limited liability company located at 1400 Wewatta Street, Suite 350, Denver, Colorado 80202 ("Assignee").

RECITALS

- A. Assignor is the owner of the trademark set forth on Schedule A hereto, together with the goodwill of the business associated therewith (collectively referred to as the "Mark");
- B. Assignor has agreed to transfer all of its right, title and interest in and to the Mark to Assignee; and
- C. Assignor desires to assign all of its right, title and interest in and to the Mark to Assignee, and Assignee desires to acquire the Mark.

AGREEMENTS

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

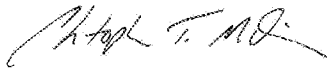
1. Assignor does hereby assign to Assignee, its successors and permitted assigns, all of Assignor's right, title and interest, in and to the Mark, and all of the goodwill of the business associated with the Mark, together with that portion of Assignor's business that is ongoing and existing to which the Mark pertains, and all common law rights, registrations and pending applications for the Mark, any renewals of the registrations, in all countries throughout the world, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Trademark Assignment had not been made, together with all causes of action for any and all previously occurring infringement of the rights being assigned and the right to receive and retain the proceeds relating to those infringements.
2. Assignor hereby requests the Commissioner for Trademarks at the United States Patent and Trademark Office (the "Commissioner"), as well as his or her counterparts at the corresponding entities or agencies in any country or jurisdiction that may exercise authority over the Mark, to record this Trademark Assignment.
3. No amendment of any provision of this Trademark Assignment shall be valid unless the same shall be in writing and signed by Assignor and Assignee. No waiver by any party of any provision of this Trademark Assignment or any default or breach of covenant hereunder, whether intentional or not, shall be valid unless the same shall be in writing and signed by the party against whom the waiver is to be effective nor shall such waiver be deemed to extend to any prior or subsequent default or breach of covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

4. This Trademark Assignment shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Trademark Assignment to be executed as of the date first set forth above.

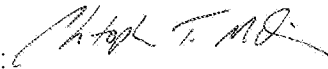
ASSIGNOR:

R-Health, Inc.

By: 
Name: Christopher Miller
Title: CEO

ASSIGNEE:

Everside Health, LLC

By: 
Name: Christopher Miller
Title: CEO

Schedule A

Mark

Trademark	U.S. Registration No.	Registration Date
CARE IS PRIMARY.	5273904	August 29, 2017