

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM707748

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Vital Incite, LLC		12/31/2021	Limited Liability Company: INDIANA
RECEIVING PARTY DATA			
Name:	Alera Group, Inc.		
Street Address:	3 Parkway North, Suite 500		
City:	Deerfield		
State/Country:	ILLINOIS		
Postal Code:	60015		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5172458	VITAL INCITE	
CORRESPONDENCE DATA			
Fax Number:			
<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:	6172613115		
Email:	botrademarks@klgates.com		
Correspondent Name:	David J. Byer		
Address Line 1:	One Lincoln Street		
Address Line 4:	Boston, MASSACHUSETTS 02111		
NAME OF SUBMITTER:	David J. Byer		
SIGNATURE:	/David J. Byer/		
DATE SIGNED:	02/10/2022		
Total Attachments: 7			
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ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY (this “**Agreement**”) is entered into as of December 31, 2021, by and between Vital Incite, LLC, an Indiana limited liability company (the “**Assignor**”), and Alera Group, Inc., a Delaware corporation (“**Assignee**”). All capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement (as defined below).

WHEREAS, pursuant to the Asset Purchase and Contribution Agreement dated as of the date hereof (the “**Asset Purchase Agreement**”), by and among Assignee, Parent, Assignor and the Seller Principals and Investor Owners party thereto, Assignee is acquiring all of the Seller Intellectual Property.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and contained in the Asset Purchase Agreement, the parties hereto agree as follows:

1. Assignor hereby sells, conveys, grants, transfers, assigns, releases and delivers to Assignee all of the Assignor’s right, title and interest in and to the Seller Intellectual Property, including all of Assignor’s goodwill associated therewith, all remedies against infringements thereof, and all claims, causes of action, rights of recovery and rights of set-off of any kind (including all damages and payments for past, present or future infringement or misappropriation of Seller Intellectual Property and the right to sue and recover for past infringements or misappropriations of Seller Intellectual Property), to the extent provided in the Asset Purchase Agreement.
2. Assignee hereby accepts the transfer and assignment of the Seller Intellectual Property.
3. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one agreement.
4. This Agreement shall be governed and construed by and enforced in accordance with the laws of the State of Delaware, without regard to the conflicts of law provisions thereof, and shall be binding upon, inure to the benefit of and be enforceable by and against the parties hereto and their respective successors and assigns.
5. To the extent there is any inconsistent language or conflict between the Asset Purchase Agreement and this Agreement, the terms of the Asset Purchase Agreement shall govern.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned have caused their duly authorized officers to execute this Assignment of Intellectual Property as of the date first set forth above.

ASSIGNOR:

VITAL INCITE, LLC

By: Mary A. Deaney

Name: Mary A. Deaney

Title: President

ASSIGNEE:

ALERA GROUP, INC.

By: _____

Name: Alan I. Levitz

Title: Chief Executive Officer

IN WITNESS WHEREOF, the undersigned have caused their duly authorized officers to execute this Assignment of Intellectual Property as of the date first set forth above.

ASSIGNOR:

VITAL INCITE, LLC

By: _____

Name: Mary A. Delaney

Title: President

ASSIGNEE:

ALERA GROUP, INC.

By:  _____

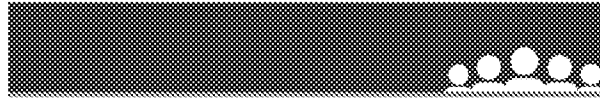
Name: Alan J. Levitz

Title: Chief Executive Officer

Schedule 1.2(c)
Purchased Intellectual Property

1. Service mark: Vital Incite (Reg. No. 5,172,458; March 28, 2017)
2. Trade Name: Vital Incite
3. Logos:





4. Works of authorship: Vital Incite's population health report templates, which are the foundation for the reports that it creates and delivers to its clients and employer/health plans.
5. Software:
 - (a) The following software applications that Vital Incite uses internally and licenses to its customers and their vendors: Clinical Strategy Application, Query Builder, Business Intelligence Application, and Plan Experience Module.
 - (b) Data Warehouse – this software stores all of the health plan-related member data for all of the employers under contract
 - (c) Data Refresh Application – this software uploads employer health plan data into the Data Warehouse.
6. Other Intellectual Property:
 - (a) Health information analyses, algorithms, predictive modeling, report formats, reporting processes and key measures such as NADAC and Medicare rates. This includes:
 - (i) Its regional and national benchmark data;
 - (ii) Best in class values for specific measures;
 - (iii) The cost efficiencies of Health Plans, PBMs and/or Provider Groups;
 - (iv) Normalizing medication categories of: brand, generic, specialty;
 - (v) Identification of services such as Emergency department visits, In-patient stays, Mental Health Services;
 - (vi) Grouping of services related to DRGs or outpatient care; and
 - (vii) Compliance with wellness services (limited HEDIS measures)
 - (b) Vital Incite's Reporting which includes:
 - (i) Executive Summary of Trends and Indications related to cost and health;

- (ii) Progress towards identified Group/Covered Entity goals;
- (iii) Longitudinal trends as an employer changes PBMs or TPA's;
- (iv) Wellness Indicators, such as:
 - (a) Preventative Care Compliance;
 - (b) Care Coordination;
 - (c) Compliance with Appropriate Follow up Care;
 - (d) Prescriptive Medication Utilization and Trends;
 - (e) Chronic Condition Identification; and
 - (f) Gaps in Care;
- (v) Risk and Risk Migration;
- (vi) Chronic Condition Impact and Care Compliance;
- (vii) Network Utilization Impact;
- (viii) PBM Efficiency and impact;
- (ix) Large Claim Trend;
- (x) High Cost Claimant Report;
- (xi) Program Impact Analysis; and
- (xii) Prospective High-Risk Analysis.

Schedule 3.12(a)
Registered Intellectual Property

(i)

1. Service mark: Vital Incite (Reg. No. 5,172,458; March 28, 2017)
2. Trade Name: Vital Incite

(ii)

1. Items 3-6 set forth in Schedule 1.2(c) are incorporated herein by reference.