

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM713562

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ripple Health Group, Inc.		02/25/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Optum, Inc.		
Street Address:	9900 Bren Road East, MN008-T202		
City:	Minnetonka		
State/Country:	MINNESOTA		
Postal Code:	55343		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	90900459	CARE MEMO	
Serial Number:	90900460	CARE MEMO	
Serial Number:	97093592		
Serial Number:	97093594		
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>			
Email:	aabeloff@seyfarth.com		
Correspondent Name:	Joseph V. Myers III		
Address Line 1:	1075 Peachtree Street N.E., Suite 2500		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	023845-9081		
NAME OF SUBMITTER:	Amy A. Abeloff		
SIGNATURE:	/Amy A. Abeloff/		
DATE SIGNED:	03/10/2022		
Total Attachments: 3			
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ASSIGNMENT OF INTELLECTUAL PROPERTY

This Assignment of Intellectual Property is entered into as of February 15, 2022 (“Effective Date”) by and between Ripple Health Group, Inc., a Delaware corporation (“Assignor”), and Optum, Inc., a Delaware corporation (“Assignee”).

WHEREAS, Assignee desires to acquire the marks listed in Exhibit A (the “Marks”) and all rights in the Marks, including the goodwill of the business associated with the Marks, any and all common law rights in the Marks, all trademark applications to register and registrations of the Marks, any copyright rights in the Marks, and any and all other rights in the Marks;

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Assignor hereby conveys, transfers, and assigns to Assignee all right, title, and interest in and to the Marks, including the goodwill of the business associated with the Marks, any and all common law rights in the Marks, all trademark applications to register and registrations of the Marks, any copyright rights in the Marks, and any and all other rights in the Marks. Assignor further assigns to Assignee all rights to sue for and receive all damages occurring from past, present and future infringing uses of the Marks.

Assignor agrees that at any time and from time to time after execution of this assignment, at the request of Assignee and without further consideration, Assignor will execute and deliver such other instruments and take such actions as Assignee may reasonably request to transfer, convey, and assign to Assignee, and to confirm Assignee’s right, title, and interest in and to the Marks, and to assist Assignee in exercising all rights with respect to the Marks.

Assignor also waives and releases any “moral” or similar rights in or to the Marks as recognized in any jurisdiction.


Assignor represents and warrants that Assignor has the right to perform the assignment contemplated hereby and that all rights, title, and interest in and to the Marks are and will be good, indefeasible, and free and clear of all claims or encumbrances of any nature or kind whatsoever, including, without limitation, claims or allegations that any of the Marks infringes, misappropriates or violates the trademarks, copyrights or other intellectual property, contractual or other rights of a third party (together, “Claims”). Assignor shall defend, indemnify and hold Assignee and its successors and assigns harmless from, for or against any demand, loss, damage or deficiency arising out of, or resulting from, any such Claims.

Nothing in this assignment, express or implied, is intended or will be construed to confer upon, or give to, any person or entity, other than the parties to this assignment, any rights, remedies, obligations or liabilities. This assignment will bind and inure to Assignee and Assignor and their respective successors and assigns. This assignment may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same.

IN WITNESS WHEREOF, the undersigned parties have executed this transfer and assignment by and through their properly authorized signatories effective as of the Effective Date.

ASSIGNOR:

Ripple Health Group, Inc.

By: 
David Ko (Folio 25, 2022 TS-04 251)

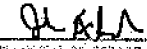
Name: David ko

Title: CEO

02/25/2022

ASSIGNEE:

Optum, Inc.

By: 
John Flood (Folio 25, 2022 TS-01 637)

Name: John Flood

Title: Sr. Director, ES&P IT

02/25/2022