

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM770274

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900719074		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cotiviti Services LLC		12/31/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Cotiviti, Inc.		
Street Address:	10701 S River Front Pkwy, Unit 200		
City:	South Jordan		
State/Country:	UTAH		
Postal Code:	84095		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5587826	ELLI	
Serial Number:	90118504	ENVIA	
CORRESPONDENCE DATA			
Fax Number:	2142000558		
<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:	2146515066		
Email:	jeff.becker@haynesboone.com		
Correspondent Name:	Jeffrey M. Becker c/o Haynes and Boone		
Address Line 1:	2323 Victory Avenue, Suite 700		
Address Line 4:	Dallas, TEXAS 75219		
ATTORNEY DOCKET NUMBER:	61634.2_08287		
NAME OF SUBMITTER:	Jeffrey M. Becker		
SIGNATURE:	/Jeffrey M. Becker/		
DATE SIGNED:	11/28/2022		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT
Cotiviti Services LLC to Cotiviti, Inc.

This Trademark Assignment (the "*Assignment*") is entered into as of December 31, 2021 (the "*Effective Date*"), by and between Cotiviti Services LLC, a Delaware limited liability company ("*Seller*") and Cotiviti, Inc., a Delaware corporation ("*Buyer*").

RECITALS

Pursuant to that certain Agreement and Plan of Merger dated as of December 30, 2021 (the "*Merger Agreement*"), Seller has sold to Buyer as of the Effective Date all of Seller's right, title and interest in and to the trademarks listed on listed on attached *Exhibit A* (collectively, the "*Trademarks*").

NOW THEREFORE, in consideration of the premises and the mutual agreements and covenants set forth in the Merger Agreement and hereinafter set forth and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Assignment.** Seller does hereby, without reservation, irrevocably:
 - a. sell, assign, transfer and convey to Buyer, and its successors and assigns, all of its right, title and interest (past, present, future, and throughout the world) in and to (i) the Trademarks, together with all corresponding goodwill and any trademark registrations and applications covering same; (ii) the legal files related to same (the "*Materials*"); and (iii) the right to sue for any past, present or future infringement or violation of the Trademarks transferred hereby; and
 - b. acknowledge that Seller shall hereafter have no ownership, license rights, right to use, or any other right, title or interest in or to any part of the Trademarks.
2. **Further Assurances.** Seller shall perform such acts as Buyer may reasonably request to vest title to the Trademarks in Buyer and provide the Materials to Buyer, including all files related to the Trademarks in the possession of Seller's legal counsel.
3. **Miscellaneous.**
 - a. *Entire Agreement.* This Assignment, together with the Merger Agreement and the representations made therein, constitutes the entire agreement among the parties and supersedes any prior understandings, agreements, or representations by or among the parties, written or oral, to the extent they relate in any way to the subject matter hereof.
 - b. *Succession and Assignment.* This Assignment shall be binding upon and inure to the benefit of the parties named herein and their respective successors and assigns.
 - c. *Counterparts.* This Assignment may be executed in one or more counterparts (including by means of facsimile or electronic mail), each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

* * * *

IN WITNESS WHEREOF, the parties have executed this Trademark Assignment and caused the same to be duly delivered on their behalf as of the Effective Date.

SELLER: COTIVITI SERVICES LLC

By: DocuSigned by:
Brett Magun
-5E3B584A18324A4...
Name: Brett Magun
Title: SVP, Legal and Corporate Secretary

BUYER: COTIVITI, INC.

By: DocuSigned by:
Peter Csapo
-6705B2E1C512497...
Name: Peter Csapo
Title: CFO, CAO, Treasurer and EVP

**EXHIBIT A
TO TRADEMARK ASSIGNMENT**

Trademarks

Mark	Country	Reg. No.	Reg. Date	Serial No.	Filing Date
ELLI	Australia	N/A	N/A	2093117	June 3, 2020
ELLI	US	5587826	Oct. 16, 2018	87643737	Oct. 12, 2017
ENVIA	US	N/A	N/A	90118504	Aug. 17, 2020