

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM804026

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bright Health Group, Inc.		03/31/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Florence Labs, Inc.		
Street Address:	295 Lafayette St, 7th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10012		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	90520006	DOCSQUAD	
Serial Number:	88953486	DOCSQUAD	
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:	emiller@gunder.com		
Correspondent Name:	Emily Miller		
Address Line 1:	1250 Broadway		
Address Line 2:	23rd Floor		
Address Line 4:	New York, NEW YORK 10001		
NAME OF SUBMITTER:	Emily Miller		
SIGNATURE:	/emily miller/		
DATE SIGNED:	04/18/2023		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "Assignment") is made and entered into as of March 31, 2023 by and between Florence Labs, Inc., a Delaware corporation ("Buyer") and Bright Health Group, Inc., a Delaware corporation ("Bright Health").

WHEREAS, this Assignment is being entered into in connection with that certain Membership Interest Purchase Agreement dated as of March 31, 2023, by and among Buyer, Bright Health Services, Inc., a Delaware corporation ("Seller") and DocSquad, LLC, a Delaware limited liability company (the "Company" and such agreement, the "Purchase Agreement"), pursuant to which Buyer has agreed to purchase from Seller all of the issued and outstanding membership interests of the Company.

WHEREAS, the Purchase Agreement provides that concurrently with the execution and delivery thereof, Buyer and Bright Health shall enter into this Assignment providing for the assignment by Bright Health of all of Bright Health's right, title and interest in and to those trademark applications listed in Exhibit A hereto (the "Marks").

NOW, THEREFORE, for good and valuable consideration, as recited in the Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, effective as of the date hereof, the parties each agree as follows:

1. Assignment. Bright Health hereby irrevocably assigns, sells, conveys and transfers unto Buyer all rights, title and interests in and to the Marks, together with (a) the applications for registration and registrations of the Marks; (b) all worldwide and common law rights that Bright Health may have in the Marks; (c) the right to prosecute such applications or any new applications for the Marks, and enjoy the benefits of any registrations resulting therefrom worldwide; (d) the goodwill of the business symbolized by and associated with the Marks, and pursuant to Section 10 of the Lanham Act, 15 U.S.C. §1060, such assignment includes the portion of the business of Bright Health and Seller to which the Marks pertain, which business is ongoing and existing; and (e) the right to sue (including filing and prosecuting opposition, cancellation and similar proceedings) and recover for, and the right to profits or damages due or accrued, arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Marks or such associated goodwill. Bright Health hereby authorizes the United States Patent and Trademark Office and any other official or organization whose duty it is to assign and/or maintain any of the Marks to record Buyer as the assignee and owner of all Marks currently in the name of Bright Health.

2. Further Assurances. Bright Health hereby agrees with Buyer that Bright Health, upon request, shall execute any and all further instruments regarding the assignments, conveyances and transfers contemplated by this Assignment, which may be reasonably required in order to better secure to Buyer the use and benefit of any and all of the Marks, and that Bright Health has not executed any agreement in conflict with this Assignment. Bright Health hereby irrevocably designates and appoints Buyer and its duly authorized officers and agents, as Bright Health's agents and attorneys-in-fact to act for and in behalf and instead of Bright Health, to execute and file any documents and to do all other lawfully permitted acts to further the above purposes with the same legal force and effect as if executed by Bright Health. Bright Health hereby covenants and agrees that it shall not challenge or assist others to challenge any of the Marks or attempt to register or cause to be registered (or make any filing with respect to) any of the Marks or any marks, logos or trade names confusingly similar thereto, anywhere in the world.

3. Miscellaneous. Capitalized terms used without definitions in this Assignment will have the same meanings ascribed to such capitalized terms in the Purchase Agreement. This Assignment will be construed and interpreted in accordance with the Purchase Agreement. Nothing in this Assignment will, or will be deemed to, modify or otherwise affect any provisions of the Purchase Agreement or affect or modify any of the rights or obligations of the parties under the Purchase Agreement. In the event of any conflict between the provisions hereof and the provisions of the Purchase Agreement, the provisions of the Purchase Agreement will govern and control. This Assignment may not be supplemented, altered or modified in any manner except by a writing signed by all parties hereto. The failure of any party to enforce any terms or provisions of this Assignment will not waive any of its rights under such terms or provisions. This Assignment will bind and inure to the benefit of the respective parties and their assigns, transferees and successors. This Assignment may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed will be deemed to be an original but all of which taken together will constitute one and the same agreement.

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BUYER

FLORENCE LABS, INC.

By: *Aniq Rahman*
Name: Aniq Rahman
Title: Chief Executive Officer

BRIGHT HEALTH

BRIGHT HEALTH GROUP, INC.

By: _____
Name:
Title:

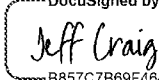
BUYER

FLORENCE LABS, INC.

By: _____
Name:
Title:

BRIGHT HEALTH

BRIGHT HEALTH GROUP, INC.

DocuSigned by:

By: _____
Name: Jeff Craig
Title: Secretary

Schedule A

MARKS

Trademark Name	Serial Number	Filing Date	Jurisdiction	Owner of Record
DOCSQUAD	90520006	February 9, 2021	United States	Bright Health Group, Inc.
DocSquad	88953486	June 8, 2020	United States	Bright Health Group, Inc.