

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM839433

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HEALTHPOCKET, INC.		09/11/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Blue Lantern Health, LLC		
Street Address:	36 South 18th Avenue, Suite D		
City:	Brighton		
State/Country:	COLORADO		
Postal Code:	80601		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4826442	AGILEHEALTHINSURANCE	
Registration Number:	4482673	H	
Registration Number:	4430109	MILLIONS OF PEOPLE SAVING BILLIONS OF DO	
Registration Number:	6217392	ASEGUMED	
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:	3128622200		
Email:	noreen.gosselin@kirkland.com		
Correspondent Name:	Noreen Gosselin		
Address Line 1:	Kirkland & Ellis LLP		
Address Line 2:	300 North LaSalle		
Address Line 4:	CHICAGO, ILLINOIS 60654		
ATTORNEY DOCKET NUMBER:	55112-3		
NAME OF SUBMITTER:	NOREEN GOSSELIN		
SIGNATURE:	/NOREEN GOSSELIN/		
DATE SIGNED:	09/14/2023		
Total Attachments: 3			

CH \$115.00 4826442

source=HealthPocket Trademark Assignment Agreement to New OpCo (Execution Draft)_(99589857_3)#page1.tif
source=HealthPocket Trademark Assignment Agreement to New OpCo (Execution Draft)_(99589857_3)#page2.tif
source=HealthPocket Trademark Assignment Agreement to New OpCo (Execution Draft)_(99589857_3)#page3.tif

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is made and entered into as of this 11th day of September, 2023 ("Effective Date"), by and between HealthPocket, Inc. ("Assignor"), and Blue Lantern Health, LLC ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Implementation Agreement, dated as of the Effective Date, by and among the parties thereto ("Agreement");

WHEREAS, pursuant to the Agreement, Assignor assigned to Assignee, and Assignee acquired from Assignor, the United States trademark registrations set forth on Schedule A attached hereto, in each case, together with the goodwill of the business associated therewith (collectively, the "Marks"); and

WHEREAS, the Parties desire to confirm Assignee's ownership in the Marks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee the entire right, title and interest in and to the Marks, for the United States and for all foreign countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, 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 Assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor hereby requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Marks.

* * * * *

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

HealthPocket, Inc.,
as Assignor

Blue Lantern Health, LLC,
as Assignee

Michael DeVries

Michael DeVries

Name: Michael DeVries

Name: Michael DeVries

Title: Treasurer

Title: Chief Financial Officer

SCHEDULE A

U.S. TRADEMARK REGISTRATIONS

Owner	Mark	Reg. No.	Reg. Date
HealthPocket, Inc.	AGILEHEALTHINSURANCE	4826442	10/06/15
HealthPocket, Inc.	H and Design	4482673	02/11/14
HealthPocket, Inc.	MILLIONS OF PEOPLE SAVING BILLIONS OF DOLLARS	4430109	11/05/13
HealthPocket, Inc.	ASEGUMED	6217392	12/08/20