

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM841415

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	Stock and Asset Purchase Agreement with Disclosure Schedule		
<b>RESUBMIT DOCUMENT ID:</b>	900777045		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
National Imaging Associates, Inc.		11/17/2022	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Evolent Health LLC		
<b>Street Address:</b>	800 N. Glebe Road, Suite 500		
<b>City:</b>	Arlington		
<b>State/Country:</b>	VIRGINIA		
<b>Postal Code:</b>	22203		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2488942	RADMD	
<b>Registration Number:</b>	4442443	NIA	
<b>Registration Number:</b>	4446476	NATIONAL IMAGING ASSOCIATES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2023187707		
<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>			
<b>Phone:</b>	202-251-6920		
<b>Email:</b>	tm@potomaclaw.com		
<b>Correspondent Name:</b>	Julia Anne Matheson		
<b>Address Line 1:</b>	1717 Pennsylvania Avenue, NW, Suite 1025		
<b>Address Line 4:</b>	Washington, D.C. 20006		
<b>NAME OF SUBMITTER:</b>	Julia Anne Matheson		
<b>SIGNATURE:</b>	/Julia Anne Matheson/		
<b>DATE SIGNED:</b>	09/22/2023		
<b>Total Attachments: 21</b>			
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## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM814839

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Stock and Asset Purchase Agreement with Disclosure Schedule		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
National Imaging Associates, Inc.		11/17/2022	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Evolut Health, LLC		
<b>Street Address:</b>	800 N. Glebe Road		
<b>Internal Address:</b>	Suite 500		
<b>City:</b>	Arlington		
<b>State/Country:</b>	VIRGINIA		
<b>Postal Code:</b>	22203		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2488942	RADMD	
<b>Registration Number:</b>	4442443	NIA	
<b>Registration Number:</b>	4446476	NATIONAL IMAGING ASSOCIATES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2023187707		
<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>			
<b>Phone:</b>	2022516920		
<b>Email:</b>	tm@potomaclaw.com		
<b>Correspondent Name:</b>	Julia Anne Matheson		
<b>Address Line 1:</b>	1717 Pennsylvania Avenue, NW		
<b>Address Line 2:</b>	Suite1025		
<b>Address Line 4:</b>	Washington, D.C. 20006		
<b>NAME OF SUBMITTER:</b>	Julia Anne Matheson		
<b>SIGNATURE:</b>	/Julia Anne Matheson/		
<b>DATE SIGNED:</b>	06/02/2023		
<b>Total Attachments: 19</b>			
source=Stock and Asset Purchase Agreement with Disclosure Schedule - Redacted for Recording Purposes			

CH \$90.00 2488942

REDACTED

**STOCK AND ASSET PURCHASE AGREEMENT**

**by and among**

**EVOLENT HEALTH, INC.,**

**EVOLENT HEALTH LLC,**

**MAGELLAN HEALTH, INC.,**

**and**

**MAGELLAN HEALTHCARE, INC.**

**Dated as of November 17, 2022**

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**Exhibits**

<u>Exhibit A</u>	Form of Transition Services Agreement
<u>Exhibit B</u>	Form of Software License Agreement
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<u>Schedule A</u>	Disclosure Schedule
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## STOCK AND ASSET PURCHASE AGREEMENT

This STOCK AND ASSET PURCHASE AGREEMENT, dated as of November 17, 2022 (this “Agreement”), is by and among Evolent Health, Inc., a Delaware corporation (“Buyer Parent”), Evolent Health LLC, a Delaware limited liability company (“Buyer” and, together with the Buyer Parent, the “Buyer Entities”), Magellan Health, Inc., a Delaware corporation (“Seller Parent”), and Magellan Healthcare, Inc., a Delaware corporation (“MHI” and, together with Seller Parent, “Sellers” and, Sellers together with the Buyer Entities, the “Parties”).

### RECITALS

**WHEREAS**, Sellers and certain of their respective Subsidiaries own and operate the Business;

**WHEREAS**, on the terms and conditions hereof, Buyer desires to acquire, and Sellers desire to sell to Buyer, the Business, including all of the outstanding Equity Interests (the “Transferred Equity Interests”) in National Imaging Associates, Inc., a Delaware corporation (the “Company”), and the Transferred Assets; and

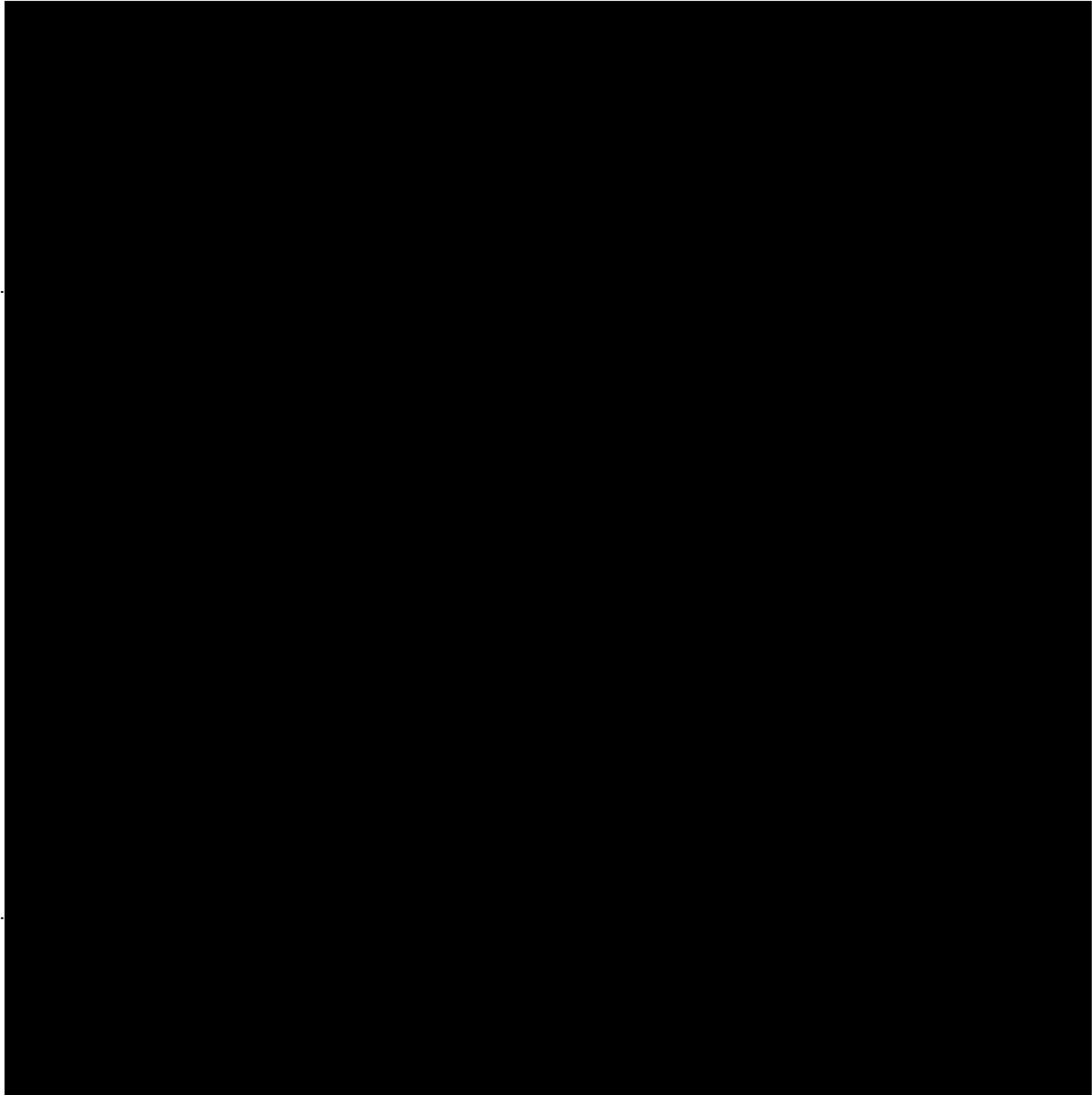
**WHEREAS**, on the terms and conditions hereof, Buyer desires to assume, agree to pay, perform, fulfill and discharge when due all of the Assumed Liabilities.

**NOW, THEREFORE**, in consideration of the foregoing and the representations, warranties, covenants and agreements herein, and intending to be legally bound hereby, the Parties agree as follows:

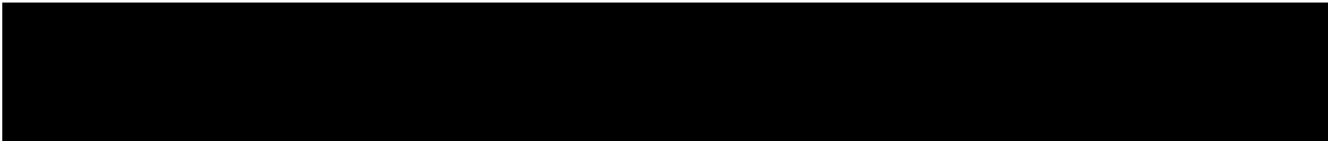
### ARTICLE I PURCHASE AND SALE

Section 1.1 Acquisition. On the terms and conditions hereof, at and effective as of the Closing, (a) MHI shall sell, assign, transfer, convey and deliver (“Transfer”) to Buyer, and Buyer shall (and Buyer Parent shall cause Buyer to) purchase from MHI, all of the Transferred Equity Interests, free and clear of any Lien (other than any Lien created by Buyer or any of its Affiliates), and (b) Seller Parent shall, and shall cause the applicable members of the Seller Group to, Transfer, and Buyer shall (and Buyer Parent shall cause Buyer to) purchase from such members, the Transferred Assets (the transactions contemplated by the foregoing clauses (a) and (b), collectively, the “Acquisition”). On the terms and conditions hereof, at and effective as of the Closing, Buyer shall (and Buyer Parent shall cause Buyer to) assume, agree to pay, perform, fulfill and discharge when due all of the Assumed Liabilities (the “Liabilities Assumption”).

Section 1.7 Transferred Assets. As used herein, “Transferred Asset” means, except as otherwise provided herein or in the Ancillary Agreements, any of the following assets (and all title and interest thereto or therein), as existing at the Closing, to the extent owned, leased, held or licensed by any member of the Seller Group (which, for the avoidance of doubt, excludes the Acquired Entities):



(h) all goodwill Related to the Business;



Section 3.5 IP Rights; Privacy; Cybersecurity.

(a) Section 3.5(a) of the Disclosure Schedule lists, for the Owned Intellectual Property, all unexpired (i) issued Patents and Patent applications (published or unpublished), (ii) Trademark registrations and applications, (iii) domain names, (iv) Copyright registrations and applications, and (v) material unregistered, common law Trademarks.

(b) The Acquired Entities or the applicable member of the Seller Group exclusively own and possess, all right, title and interest in and to all material Owned Intellectual Property, free and clear of all Liens (other than Permitted Liens). All registered or applied for Owned Intellectual Property is subsisting, valid and enforceable, and Seller Parent possesses all rights, privileges, licenses, and consents necessary to provide the Licensed Software (as defined in the Software License Agreement) to the Acquired Entities pursuant to the Software License Agreement.

(c) Since December 31, 2019, (i) neither the conduct of the Business nor the Owned Intellectual Property has infringed, misappropriated or otherwise violated, or is infringing, misappropriating or otherwise violating, any material IP Rights owned by any other Person and

(ii) to Sellers' Knowledge, no Person has infringed, misappropriated or otherwise violated, or is infringing, misappropriating or otherwise violating, any material Owned Intellectual Property. There is no material Claim pending or, to Sellers' Knowledge, being threatened by or against any Acquired Entity or a member of the Seller Group with respect to the Business, alleging either of the foregoing clauses (i) or (ii).

(d) As of the date hereof, no Acquired Entity or member of the Seller Group with respect to the Business, is subject to any outstanding Order that restricts, in a manner material to the Business, its use, licensing, enforceability or registrability of any Owned Intellectual Property.

(e) Each Acquired Entity and member of the Seller Group with respect to the Business, uses commercially reasonable efforts to protect the confidentiality of its material Trade Secrets. Since December 31, 2019, there has been no disclosure unauthorized by an Acquired Entity or applicable member of the Seller Group with respect to the Business of Trade Secrets owned by any Acquired Entity or applicable member of the Seller Group that has resulted in the loss of trade secrets material to the Business.

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed and delivered as of the first date written above.

**MAGELLAN HEALTH, INC.**


DocuSigned by:  
*Derrick Duke*  
By: \_\_\_\_\_  
0C8C98C093C0442  
Name: Derrick Duke  
Title: President and CEO

**MAGELLAN HEALTHCARE, INC.**


DocuSigned by:  
*Derrick Duke*  
By: \_\_\_\_\_  
0C8C68C093C0442  
Name: Derrick Duke  
Title: President and CEO

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed and delivered as of the first date written above.

**EVOLENT HEALTH, INC.**

By:   
Name: Seth Blackley  
Title: Chief Executive Officer

**EVOLENT HEALTH LLC**

By:   
Name: Seth Blackley  
Title: Chief Executive Officer

[SIGNATURE PAGE TO STOCK AND ASSET PURCHASE AGREEMENT]

**DISCLOSURE SCHEDULE**

**to the**

**STOCK AND ASSET PURCHASE AGREEMENT**

**by and among**

**EVOLENT HEALTH, INC.,**

**EVOLENT HEALTH LLC,**

**MAGELLAN HEALTH, INC.**

**and**

**MAGELLAN HEALTHCARE, INC.**

**Dated as of November 17, 2022**

This Disclosure Schedule has been prepared and delivered in accordance with that certain Stock and Asset Purchase Agreement, dated as of November 17, 2022 (the “Agreement”), by and among Evolent Health, Inc., a Delaware corporation (“Buyer Parent”), Evolent Health LLC, a Delaware limited liability company (“Buyer”), Magellan Health, Inc., a Delaware corporation (“Seller Parent”), and Magellan Healthcare, Inc., a Delaware corporation (“Seller” and, together with Seller Parent, “Sellers” and, together with Buyer Parent and Buyer, the “Parties”).

This Disclosure Schedule is subject to Section 11.12(k) of the Agreement and the terms thereof are incorporated by reference herein.

Unless otherwise specified, documents attached to or delivered with any section of this Disclosure Schedule are incorporated in their entirety into that section of the Disclosure Schedule. This Disclosure Schedule and any documents attached to or delivered with the Disclosure Schedule are qualified in their entirety by reference to specific provisions of the Agreement, and are not intended to constitute, and shall not be construed as constituting or be deemed to constitute, any representation or warranty of Sellers or any other Person, except as and to the extent expressly provided in the Agreement.

In no event shall the listing of such agreements or other matters in this Disclosure Schedule be (i) deemed or interpreted to broaden or otherwise amplify the scope or effect of the representations and warranties made, or the covenants undertaken, by Sellers in the Agreement or (ii) construed as an admission that such information (or any non-disclosed information of comparable or greater significance) is material to the business, the operations or condition (financial or otherwise) of the Acquired Entities, is outside of the ordinary course of business or would result in a Material Adverse Effect.

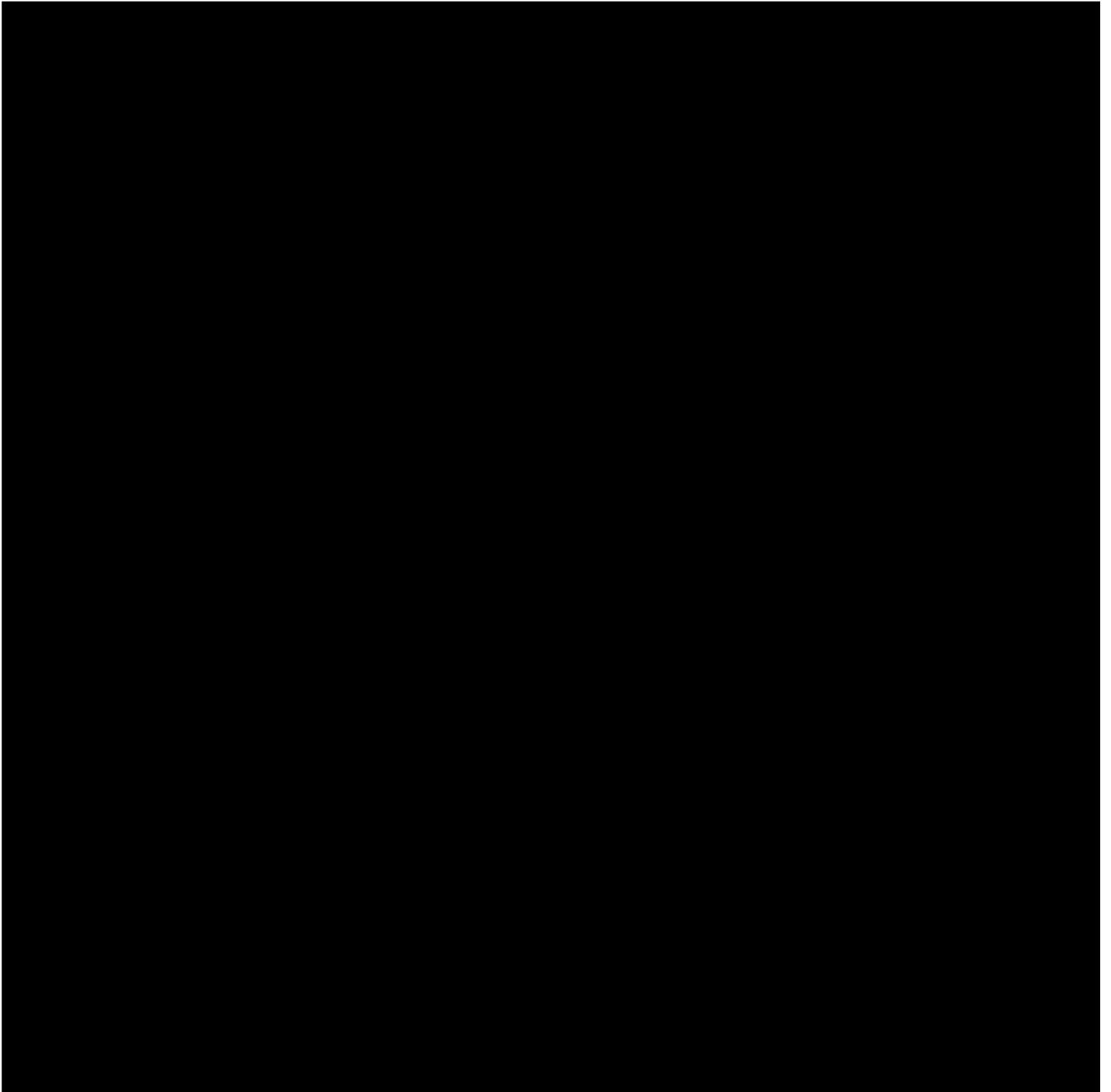
The information provided in this Disclosure Schedule is being provided solely for the purpose of making disclosures to Buyer under the Agreement. In disclosing this information, Sellers and the Acquired Entities do not waive, and expressly reserve any rights under, any attorney-client privilege associated with such information or any protection afforded by the work-product doctrine with respect to any of the matters disclosed or discussed herein. This Disclosure Schedule is provided in confidence on the terms and subject to the conditions of the Confidentiality Agreement.

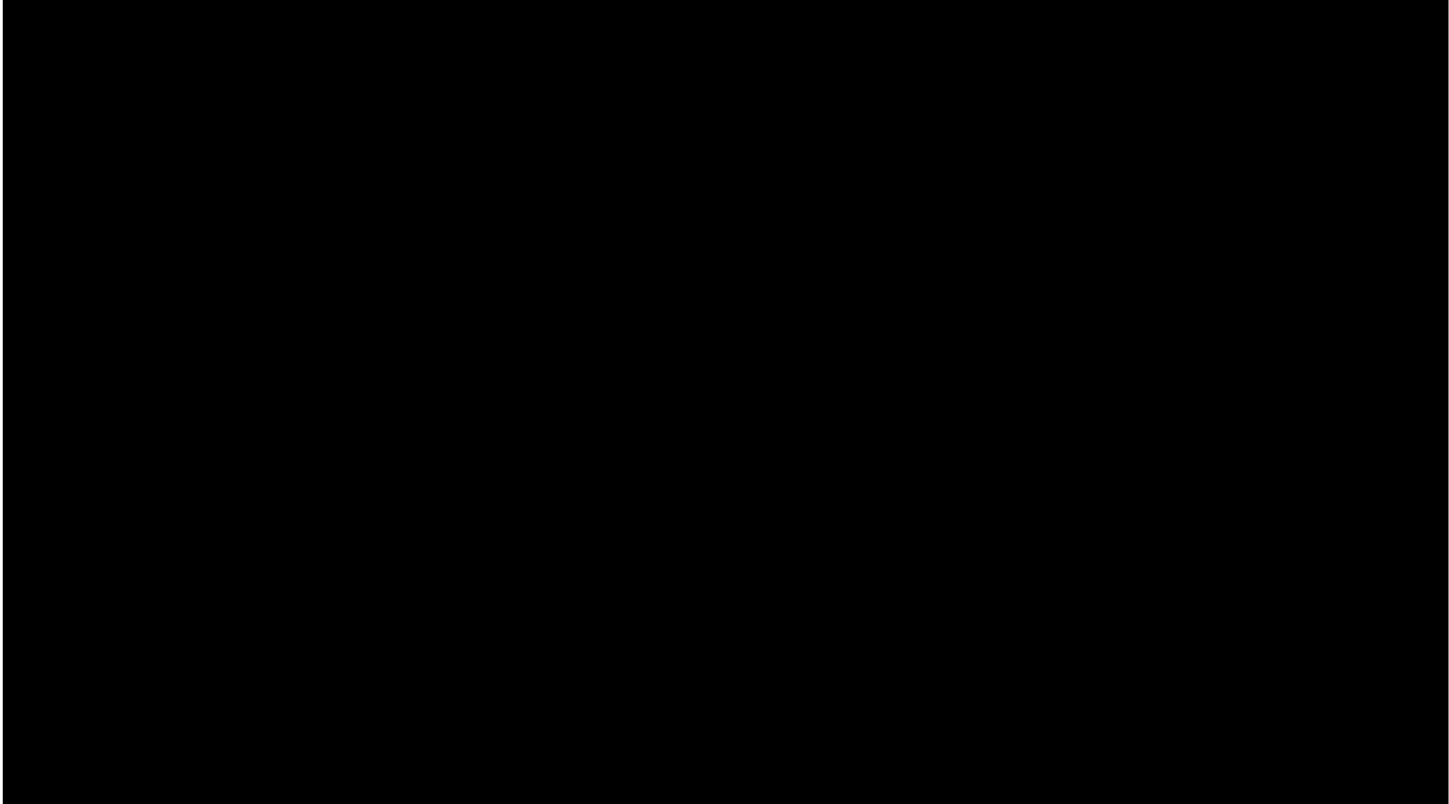
The headings and introductions used in this Disclosure Schedule have been included for convenience only, and are not intended to limit the effect of the disclosures contained herein or to expand the scope of the information required to be disclosed herein.



Section 1.7

Transferred Assets





3. The Trademarks set forth on Annex A.

**Section 3.2**

**Capitalization; Subsidiaries**

(b)

1. NIA IPA of New York, Inc., a New York corporation.
2. National Imaging Associates of Pennsylvania, LLC, a Pennsylvania limited liability company.

**Section 3.5**

**IP Rights; Privacy; Cybersecurity**

(a)

(i)

1. None.

(ii)

1. See attached Annex A.

(iii)

1. See attached Annex B.

(iv)

1. None.

(v)

1. None.

(e)

1. Item 2 in Section 1.10(i) is hereby incorporated by reference.

(h)

1. None.

(l)

1. Item 2 in Section 1.10(i) is hereby incorporated by reference.

(n)

1. Item 2 in Section 1.10(i) is hereby incorporated by reference.

**Section 3.17**

**Directors and Officers**

<b>NATIONAL IMAGING ASSOCIATES, INC.</b>	<p><b>Directors:</b></p> <p>Derrick Duke Caroline Carney Michael P. McQuillen David Dutkus Mohammad Khalid</p> <p><b>Officers:</b></p> <p>Chief Executive Officer — Derrick Duke Vice President &amp; Secretary — Michael P. McQuillen Vice President &amp; Treasurer — Teresa Alcorn VP, Medical Director — Mohammad Khalid President — Jim Wieland Assistant Secretary — Camille Guillot Assistant Secretary — Carla Jackson</p>
<b>NIA IPA OF NEW YORK, INC.</b>	<p><b>Directors:</b></p> <p>Derrick Duke Teresa Alcorn Michael P. McQuillen</p> <p><b>Officers:</b></p> <p>President &amp; CEO — Jim Wieland Vice President &amp; Secretary — Michael P. McQuillen Vice President &amp; Treasurer Derrick Duke Vice President &amp; Asst. Secretary — Tony Frost Assistant Secretary — Cammie Guillot</p>

**Annex A**

**Trademarks**

<b>Trademark</b>	<b>Country</b>	<b>Status</b>	<b>App. No.</b>	<b>Filing Date</b>	<b>Reg. No.</b>	<b>Reg. Date</b>	<b>Owner</b>
NATIONAL IMAGING ASSOCIATES	U.S.	Registered (LIVE)	85/787,857	27-Nov-2012	4,446,476	10-Dec-2013	National Imaging Associates, Inc.
NIA	U.S.	Registered (LIVE)	85/747,106	05-Oct-2012	4,442,443	03-Dec-2013	National Imaging Associates, Inc.
RADMD	U.S.	Registered (LIVE)	75/826,437	20-Oct-1999	2,488,942	11-Sep-2001	National Imaging Associates, Inc.