

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI30692

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	12/31/2023		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MTS III Vital Decisions Blocker Corp.		12/27/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Company Name:	Evolent Specialty Services, Inc.		
Street Address:	915 W. Imperial Highway, Suite 200		
City:	Brea		
State/Country:	CALIFORNIA		
Postal Code:	92821		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3731263	VITAL DECISIONS	
Registration Number:	6071289	ADVANCED CARE ALIGNMENT	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	2022516920		
Email:	tm@potomaclaw.com,jmatheson@potomaclaw.com		
Correspondent Name:	Julia Matheson		
Address Line 1:	1717 Pennsylvania Ave., NW, Suite 1025		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20006		
ATTORNEY DOCKET NUMBER:	1039-6		
NAME OF SUBMITTER:	CHRISTINE VOLZ		
SIGNATURE:	CHRISTINE VOLZ		
DATE SIGNED:	02/15/2024		
Total Attachments: 12			
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File No.: BA20231964651

Date Filed: 12/29/2023

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (this "**Agreement**"), is dated as of December 29, 2023, by and between Evolent Specialty Services, Inc., a California corporation ("**ESS**") and MTS III Vital Decisions Blocker Corp., a Delaware corporation (the "**Company**").

WHEREAS, pursuant to the transactions contemplated by this Agreement and on the terms and subject to the conditions set forth herein, the Company, in accordance with the California Corporations Code (the "**CCC**") and the Delaware General Corporation Law (the "**DGCL**"), will merge with and into ESS (the "**Merger**"), with ESS being the surviving company (the "**Surviving Company**"); and

WHEREAS, Evolent Health LLC ("**EVH**"), in its capacity as the sole stockholder of ESS and in its capacity as the sole stockholder of the Company, the board of directors of ESS, and the board of directors of the Company, have approved this Agreement and the consummation of the Merger.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Merger and Effect of Merger.

(a) The name of the entity to be merged is MTS III Vital Decisions Blocker Corp., a Delaware corporation, formed in accordance with the DGCL.

(b) The name of the surviving entity is Evolent Specialty Services, Inc., a California corporation formed in accordance with the CCC.

(c) At the Effective Time (as defined below), the Company shall be merged with and into ESS and the separate existence of the Company shall thereupon cease. ESS will be the Surviving Company in the Merger and ESS, with all its purposes, objects, rights, privileges, powers and franchises, shall continue unaffected and unimpaired by the Merger. The Surviving Company shall file certificates of merger (or filing equivalent) with the Secretary of State of the State of Delaware and the Secretary of State of the State of California (collectively, the "**Certificates of Merger**"), and make all other filings or recordings required by the laws of Delaware and California in connection with the Merger.

(d) The Merger shall have the effects set forth in the DGCL and the CCC. Without limiting the generality of the foregoing, from the Effective Time: (i) all properties, rights, privileges, immunities, powers and franchises of the Company shall vest in ESS, as the Surviving Company, and (ii) all debts, liabilities, obligations and duties of the Company shall become the debts, liabilities, obligations and duties of ESS, as the Surviving Company.

2. Effective Time. The Merger shall become effective as of December 31, 2023 at 11:59 p.m. Eastern Time on such date (the "**Effective Time**").

TRADEMARK**REEL: 008346 FRAME: 0298**

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3. Organizational Documents. The Amended and Restated Articles of Incorporation and the Second Amended and Restated Bylaws of ESS as amended and restated from time to time and as existing and constituted immediately prior to the Effective Time of the Merger shall be and constitute the Articles of Incorporation and the Bylaws of the Surviving Company.

4. Directors and Officers. The directors and officers of ESS immediately prior to the Effective Time shall be the directors and officers of the Surviving Company from and after the Effective Time and shall hold office until the earlier of their respective death, resignation or removal or their respective successors are duly elected or appointed and qualified in the manner provided for in the Articles of Incorporation and Bylaws of the Surviving Company or as otherwise provided by the CCC.

5. Capital Stock of the Company and ESS.

(a) At the Effective Time, by virtue of the Merger and without any action on the part of ESS, the Company or any owner of any interest in the Company, all shares of the Company issued and outstanding immediately prior to the Effective Time will automatically be cancelled without consideration and will cease to exist.

(b) As of the Effective Time, all of the shares of ESS outstanding immediately prior to the Effective Time shall remain outstanding and will be held by EVH.

6. Entire Agreement. This Agreement and the Certificates of Merger constitute the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, representations and warranties, and agreements, both written and oral, with respect to such subject matter.

7. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

8. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Agreement.

9. Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

10. Amendment and Modification; Waiver. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

11. Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.


12. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of California.

13. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

MTS III Vital Decisions Blocker Corp.

By: 
Name: Seth Blackley
Title: Chief Executive Officer

MTS III Vital Decisions Blocker Corp.

By: _____
Name: Jonathan Weinberg
Title: Secretary

Evolent Specialty Services, Inc.

By: _____
Name: Daniel McCarthy
Title: Chief Executive Officer

Evolent Specialty Services, Inc.

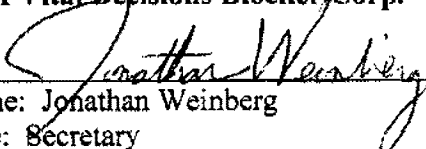
By: _____
Name: Jonathan Weinberg
Title: Secretary

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

MTS III Vital Decisions Blocker Corp.

By: _____
Name: Seth Blackley
Title: Chief Executive Officer

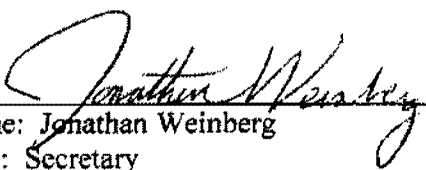
MTS III Vital Decisions Blocker Corp.

By: 
Name: Jonathan Weinberg
Title: Secretary

Evolent Specialty Services, Inc.

By: _____
Name: Daniel McCarthy
Title: Chief Executive Officer

Evolent Specialty Services, Inc.

By: 
Name: Jonathan Weinberg
Title: Secretary

B2327-4707 12/29/2023 8:04 AM Received by California Secretary of State

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

MTS III Vital Decisions Blocker Corp.

By: _____
Name: Seth Blackley
Title: Chief Executive Officer

MTS III Vital Decisions Blocker Corp.

By: _____
Name: Jonathan Weinberg
Title: Secretary

Evolent Specialty Services, Inc.

By: 
Name: Daniel McCarthy
Title: Chief Executive Officer

Evolent Specialty Services, Inc.

By: _____
Name: Jonathan Weinberg
Title: Secretary

B2327-4708 12/29/2023 8:04 AM Received by California Secretary of State

CERTIFICATE OF APPROVAL
of
AGREEMENT AND PLAN OF MERGER

Daniel McCarthy and Jonathan Weinberg, hereby certify that:

1. They are the Chief Executive Officer and Secretary, respectively, of Evolent Specialty Services, Inc., a California corporation, with California entity number 2373483.
2. The principal terms of the Agreement and Plan of Merger in the form attached were duly approved by the board of directors and by the sole shareholder of the corporation by a vote that equaled or exceeded the vote required.
3. The shareholder approval was by the holders of 100% of the outstanding shares of the corporation.
4. There is only one class of shares and the number of shares outstanding entitled to vote on the merger is 100 shares, Common Stock.

Date: December 27, 2023

[Signatures on follow page.]

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

EVOLENT SPECIALTY SERVICES, INC.

By: 
Name: Daniel McCarthy
Title: Chief Executive Officer

By: _____
Name: Jonathan Weinberg
Title: Secretary

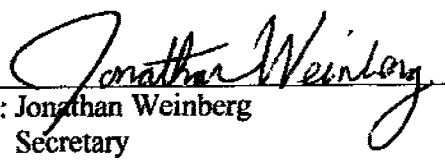
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We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

EVOLENT SPECIALTY SERVICES, INC.

By: _____
Name: Daniel McCarthy
Title: Chief Executive Officer

By: 
Name: Jonathan Weinberg
Title: Secretary

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CERTIFICATE OF APPROVAL
of
AGREEMENT AND PLAN OF MERGER

John Johnson and Jonathan Weinberg, hereby certify that:


1. They are the Chief Executive Officer and Secretary, respectively, of MTS III Vital Decisions Blocker Corp., a Delaware corporation.
2. The principal terms of the Agreement and Plan of Merger in the form attached were duly approved by the board of directors and by the sole shareholder of the corporation by a vote that equaled or exceeded the vote required.
3. The shareholder approval was by the holders of 100% of the outstanding shares of the corporation.
4. There is only one class of shares and the number of shares outstanding entitled to vote on the merger is 1,000 shares, Common Stock.

Date: December 27, 2023

[Signatures on follow page.]

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

MTS III Vital Decisions Blocker Corp.

By: 
Name: Seth Blackley
Title: Chief Executive Officer

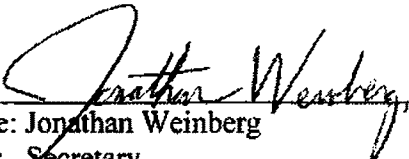
By: _____
Name: Jonathan Weinberg
Title: Secretary

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We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

MTS III Vital Decisions Blocker Corp.

By: _____
Name: Seth Blackley
Title: Chief Executive Officer

By: 
Name: Jonathan Weinberg
Title: Secretary

B2327-4714 12/29/2023 8:04 AM Received by California Secretary of State