

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM356170

|   |  |                       |                       |
|---|--|-----------------------|-----------------------|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT                                     |                       |                       |
| <b>NATURE OF CONVEYANCE:</b>  | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL |                       |                       |
| <b>CONVEYING PARTY DATA</b>   |  |                       |                       |
| <b>Name</b>   | <b>Formerly</b>                                    | <b>Execution Date</b> | <b>Entity Type</b>    |
| Realage, Inc.   |  | 09/22/2015            | CORPORATION: DELAWARE |
| <b>RECEIVING PARTY DATA</b>   |  |                       |                       |
| <b>Name:</b>  | Healthfirst Corporation                            |                       |                       |
| <b>Street Address:</b>  | 9550-A San Mateo NE                                |                       |                       |
| <b>City:</b>  | Albuquerque  |                       |                       |
| <b>State/Country:</b>   | NEW MEXICO   |                       |                       |
| <b>Postal Code:</b>   | 87113  |                       |                       |
| <b>Entity Type:</b>   | CORPORATION: NEW MEXICO                            |                       |                       |
| <b>PROPERTY NUMBERS Total: 1</b>  |  |                       |                       |
| <b>Property Type</b>  | <b>Number</b>                                      | <b>Word Mark</b>      |                       |
| <b>Registration Number:</b>   | 3057167  | BODYAGE               |                       |
| <b>CORRESPONDENCE DATA</b>  |  |                       |                       |
| <b>Fax Number:</b>  | 2029555564   |                       |                       |
| <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>Email:</b>   | kimberly.hoover@hklaw.com                          |                       |                       |
| <b>Correspondent Name:</b>  | Kimberly Hoover                                    |                       |                       |
| <b>Address Line 1:</b>  | 800 17th Street NW                                 |                       |                       |
| <b>Address Line 4:</b>  | Washington, D.C. 20006                             |                       |                       |
| <b>ATTORNEY DOCKET NUMBER:</b>  | 523237-00030                                       |                       |                       |
| <b>NAME OF SUBMITTER:</b>   | Kimberly Hoover, Legal Assistant                   |                       |                       |
| <b>SIGNATURE:</b>   | /Kimberly Hoover/                                  |                       |                       |
| <b>DATE SIGNED:</b>   | 09/24/2015   |                       |                       |
| <b>Total Attachments: 1</b>   |  |                       |                       |
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OP \$40.00 3057167

**TRADEMARK ASSIGNMENT**


**WHEREAS**, REALAGE, INC., a Delaware corporation ("Assignor"), owns the entire right, title and interest in and to the trademark BODYAGE, U.S. Registration No. 3,057,167 (the "Trademark"), together with the goodwill of the business with which the Trademark is used and which is symbolized by the Trademark, and the right to sue for past infringements and to retain any damages obtained as a result of such action.

**WHEREAS**, Assignor has agreed to confirm the assignment of the Trademark to Healthfirst Corporation, a New Mexico corporation, through this Trademark Assignment;

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably sells, assigns, transfers and delivers to Assignee the entire right, title and interest in and to the Trademark with the goodwill of the business of Assignor connected with the use of, as well as symbolized by, the Trademark, and the right to sue for past infringements and to retain any damages obtained as a result of such action, to Assignee.

**IN WITNESS WHEREOF**, Assignor has caused this instrument to be executed this 22nd day of September, 2015.

REALAGE, INC.

By:   
Name: Colin Daniel  
Title: SVP Accounting + HR