

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM525377

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Providence Health & Services - Washington		06/14/2018	Non-Profit Corporation: WASHINGTON
RECEIVING PARTY DATA			
Name:	Wildflower Health, Inc.		
Street Address:	220 Halleck Street Suite G100		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94129		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5124436	CIRCLE	
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:	650.799.4302		
Email:	nicole@harperpower.com		
Correspondent Name:	Nicole Harper		
Address Line 1:	122 2nd Avenue		
Address Line 4:	San Francisco, CALIFORNIA 94118		
NAME OF SUBMITTER:	Nicole Harper		
SIGNATURE:	/Nicole Harper/		
DATE SIGNED:	05/29/2019		
Total Attachments: 5			
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OP \$40.00 5124436

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the “**Agreement**”) is entered into on June 14, 2018 (the “**Effective Date**”) by and among Pioneer Health Labs, LLC, a Washington limited liability company (“**Pioneer**”), a wholly-owned subsidiary of Providence Health & Services – Washington, a Washington non-profit corporation (“**Assignor**”), and Wildflower Health, Inc., a Delaware corporation (“**Assignee**”).

A. WHEREAS, Assignor owns the entire right, title and interest in and to a U.S. trademarks filed with the United States Trademark Office, as listed in attached Exhibit A (the “**Mark**”);

C. WHEREAS, Assignor, Pioneer and Assignee have entered into that certain Asset Purchase Agreement dated June 14, 2018 (the “**Asset Purchase Agreement**”).

E. WHEREAS Assignee desires to acquire all of Assignor’s right, title and interest, in and to the Mark together with all the goodwill of the business symbolized thereby, and Assignor desires to assign all such right, title and interest in and to the Mark to Assignee, upon the terms and conditions set forth in the Asset Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged by Assignor, the parties agree as follows:

1. Assignor hereby conveys and assigns to Assignee, and Assignee hereby accepts from Assignor, all of Assignor’s right, title and interest in and to the Mark, together with the goodwill of the business symbolized by the Mark.

2. At any time, and from time to time after the Effective Date, at Assignee’s request, Assignor shall execute and deliver such other instruments of sale, transfer, conveyance, assignment and confirmation and take such other action, at Assignee’s expense, as Assignee may reasonably deem necessary or desirable in order to perfect or otherwise enable the transfer, conveyance and assignment to Assignee and to confirm Assignee’s title to the Mark and the federal registrations thereof. Assignor further agrees to assist Assignee and to provide such reasonable cooperation and assistance to Assignee, at Assignee’s expense, as Assignee may reasonably deem necessary and desirable in exercising and enforcing Assignee’s rights in the Mark.

3. This Agreement shall be binding on and shall inure to the benefit of the parties to this Agreement and their successors and assigns, if any.

4. Miscellaneous.

(a) The Asset Purchase Agreement and this Agreement constitute the entire agreement of the parties with regard to the subject matter hereof. No modifications of or additions to this Agreement shall have effect unless in writing and properly executed by both parties, making specific reference to this Agreement by date, parties, and subject matter.

(b) This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of Delaware, without regard to its conflict of laws principles. For such purpose, each party hereby irrevocably submits to the jurisdiction of such courts, and agrees that all claims in respect of this Agreement may be heard and determined in any of such courts.

(c) This Agreement may be signed by each party separately, in which case attachment of all of the parties’ signature pages to this Agreement shall constitute a fully-executed agreement.

(d) Any provision of this Agreement that is invalid, illegal or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions of this Agreement in such jurisdiction or rendering that or any other provision of this Agreement invalid, illegal or unenforceable in any other jurisdiction.

[SIGNATURE PAGE FOLLOWS]

TRADEMARK
REEL: 006672 FRAME: 0498

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the day and year above written.

WILDFLOWER HEALTH, INC.

DocuSigned by:
By: Leah Sparks
Name: Leah Sparks
Its: Chief Executive Officer

PIONEER HEALTH LABS, LLC

By: _____
Name: _____
Its: _____

**PROVIDENCE HEALTH & SERVICES
- WASHINGTON**

By: _____
Name: _____
Its: _____

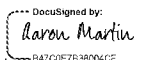
[Signature page to Trademark Assignment]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the day and year above written.

WILDFLOWER HEALTH, INC.

By: _____
Name: Leah Sparks
Its: Chief Executive Officer

PIONEER HEALTH LABS, LLC

By:  _____
Name: Aaron Martin
Its: EVP, Chief Digital Officer; Managing
General Partner, Providence Ventures

**PROVIDENCE HEALTH & SERVICES
- WASHINGTON**

By: _____
Name: _____
Its: _____

[Signature page to Trademark Assignment]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the day and year above written.

**PROVIDENCE HEALTH & SERVICES –
WASHINGTON**


By: 
Name: Mike Butler
Title: President, Operations

Exhibit A

<u>Serial No.</u>	<u>Country</u>	<u>Title/Mark</u>	<u>REG. No.</u>	<u>REG. DATE</u>
16924-396	USA	Circle logo	5,124,436	January 17, 2017
