

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM576877

<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>
GlobalHealth Holdings, LLC		05/18/2020	Limited Liability Company: OKLAHOMA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Evotent 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: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87703558	TRUE HEALTH	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6152482954		
<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>	615-742-7944		
<b>Email:</b>	trademarks@bassberry.com		
<b>Correspondent Name:</b>	Martha B. Allard		
<b>Address Line 1:</b>	150 3rd Avenue South		
<b>Address Line 2:</b>	Suite 2800		
<b>Address Line 4:</b>	Nashville, TENNESSEE 37201		
<b>ATTORNEY DOCKET NUMBER:</b>	122058.0124		
<b>NAME OF SUBMITTER:</b>	Martha B. Allard		
<b>SIGNATURE:</b>	/Martha B. Allard/		
<b>DATE SIGNED:</b>	05/18/2020		
<b>Total Attachments: 5</b>			
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## TRADEMARK ASSIGNMENT

The Trademark Assignment (this "Assignment") is made effective as of May 18, 2020 (the "Effective Date"), between GlobalHealth Holdings, LLC an Oklahoma limited liability company with an address of 210 Park Avenue, Suite 2800, Oklahoma City, Oklahoma ("Assignor") and Evolent Health LLC, a Delaware limited liability company with an address of 800 N. Glebe Road, Suite 500, Arlington, Virginia 22203 ("Assignee").

WHEREAS, Assignor owns the TRUE HEALTH mark shown on Exhibit A hereto and is the owner of the U.S. trademark application listed on Exhibit A that was pending as of May 24, 2019 and the U.S. trademark registration resulting therefrom (hereinafter the "Mark");

WHEREAS, reference is hereby made to that certain Trademark License Agreement, effective as of May 25, 2019 (the "Trademark License Agreement"), by and between Assignor, a licensor, and True Health New Mexico, Inc., a New Mexico corporation, as licensee ("TH New Mexico") pursuant to which Assignor has licensed the Mark to TH New Mexico;

WHEREAS, Assignee, certain parent companies of Assignor, and certain other persons entered into a Mutual Release and Equity Transfer Agreement dated as of May 13, 2020, pursuant to which such parent companies of Assignor agreed to cause Assignor to assign and transfer right, title and interest in and to the Mark, together with the goodwill associated therewith, as well as all of Assignor's rights under the Trademark License Agreement, to Assignee; and

WHEREAS, Assignee desires to acquire all right, title and interest in and to the Mark, together with the goodwill associated therewith, as well as all of Assignor's rights under the Trademark License Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby assign and transfer to Assignee, its successors and assigns, all right, title and interest in and to the Mark, together with the goodwill of the business symbolized by the Mark in the United States, the same to be held and enjoyed by Assignee as fully and completely as by Assignor had this Assignment not been made, including, without limitation, (a) all registrations and applications therefor, the right to renew any registrations included in the Mark, the right to apply for trademark registrations within the United States based in whole or in part upon the Mark, and all corresponding rights that are or may be secured under the laws of the United States, now or hereafter arising or in effect, and (b) all rights in the foregoing (including, without limitation, the right to collect royalties and proceeds in connection therewith), and all rights and remedies (including, without limitation, with the right to recover damages and profits and any other remedy for past, present or future infringement, misappropriation, or other violation relating to any of the foregoing, if any, together with any priority right that may arise from any of the foregoing.

In addition, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby assign and transfer to Assignee all of Assignor's rights under the Trademark License Agreement.

Assignee hereby accepts such assignments and transfers from Assignor, and hereby agrees, for the benefit of TH New Mexico, to be bound by the terms of the Trademark License Agreement in the same manner as Assignor.

From time to time following the date hereof, at the sole expense of Assignee, Assignor shall execute and deliver such other instruments of conveyance, assignment, transfer and delivery or other

documents and take or cause to be taken such other actions as Assignee reasonably may request in order to record, perfect or otherwise effectuate the assignment granted hereunder.

This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the law of any jurisdiction other than the State of Delaware.

\* \* \* \* \*

IN WITNESS WHEREOF, Assignor and Assignee have entered into this Assignment as of the Effective Date.

ASSIGNOR:

GLOBALHEALTH HOLDINGS, LLC

By: 

Name: Scott Vaughn

Title: Chief Executive Officer

ASSIGNEE:

EVOLENT HEALTH LLC

By: 

Name: Jonathan Weinberg

Title: General Counsel

True Health New Mexico, Inc. hereby consents to the assignment of the Trademark License Agreement from Assignor to Assignee pursuant to this Assignment.

TRUE HEALTH NEW MEXICO, INC.

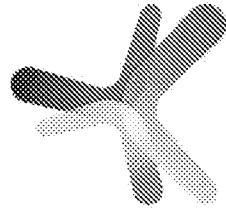
By: 

Name: Jonathan Weinberg

Title: Secretary

Exhibit A

The Mark



**truehealth**

and

**U.S. Trademark Application Serial Number 87/703,558**