

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM618403

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EHIR Holdings, LLC		06/26/2020	Limited Liability Company: MINNESOTA
RECEIVING PARTY DATA			
Name:	Included Health Inc.		
Street Address:	22 W 15th St		
Internal Address:	Suite 11D		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10011		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	88485892	INCLUDED HEALTH	
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:	2124303161		
Email:	dsharrow@gunder.com		
Correspondent Name:	David P. Sharrow		
Address Line 1:	1250 Broadway, 23rd Floor		
Address Line 2:	Gunderson Dettmer, LLP		
Address Line 4:	New York, NEW YORK 10001		
NAME OF SUBMITTER:	David P. Sharrow		
SIGNATURE:	/dps/		
DATE SIGNED:	01/05/2021		
Total Attachments: 3			
source=Included Health - Trademark Assignment Agreement (EHIR) [Executed] (6.26.2020)#page1.tif			
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement ("Assignment") is dated as of June 26, 2020 ("Effective Date") by and between Included Health Inc., a Delaware corporation ("Assignee") and EHIR Holdings, LLC ("Assignor").

WHEREAS, Assignor is the owner of the trademarks and service marks identified on Schedule A attached hereto (the "Marks"), and is the owner of the registration applications and registrations of such Marks in the United States Patent and Trademark Office and other trademark offices around the world ("Mark Interests"); and

WHEREAS, pursuant to the Intellectual Property Assignment Agreement of even date herewith by and between Assignor and Assignee ("Agreement"), Assignor agreed to transfer and assign its interests in the Marks and the Mark Interests to Assignee for Assignee's exclusive use thereof in connection with the other assets being transferred to Assignee from Assignor under said Agreement.

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

1. Assignor hereby irrevocably assigns, sells, conveys and transfers unto Assignee all rights, title and interests in and to the Marks and the Mark Interests, together with (i) the applications for registration and registrations of the Marks, (ii) all worldwide and common law rights that Assignor may have in the Marks, (iii) the right to prosecute such applications or any new applications for the Marks and enjoy the benefits of any registrations resulting therefrom worldwide, (iv) the goodwill of the business symbolized by and associated with the Marks and the Mark Interests, and pursuant to Section 10 of the Trademark Act, 15 U.S.C. §1060, such assignment includes the portion of the business of Assignor to which the Marks and the Mark Interests pertain, which business is ongoing and existing, and (v) the right to sue (including filing and prosecuting opposition, cancellation and similar proceedings) and recover for, and the right to profits or damages due or accrued, arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Marks or the Mark Interests or such associated goodwill. Assignor hereby requests that all appropriate trademark offices issue registrations in the name of Assignee.
2. Assignor hereby agrees with Assignee that Assignor, upon request, shall execute any and all further instruments regarding the assignments and transfers contemplated by this Assignment, which may be reasonably required in order to better secure to Assignee the use and benefit of any and all of the Marks and Mark Interests, and that Assignor has not executed and will not execute any agreement in conflict with this Assignment. Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents, as Assignor's agents and attorneys-in-fact to act for and in behalf and instead of Assignor, to execute and file any documents and to do all other lawfully permitted acts to further the above purposes with the same legal force and effect as if executed by Assignor.
3. Assignor hereby covenants and agrees that it shall not challenge or assist others to challenge any of the Marks or Mark Interests or attempt to register or cause to be registered (or make any filing with respect to) any of the Marks or any marks, logos or trade names confusingly similar thereto, anywhere in the world.
4. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
5. This Assignment shall be deemed to have been made in, and shall be construed pursuant to the laws of the State of New York and the United States without regard to conflicts of laws provisions thereof. This Assignment may be executed in one or more counterparts, each of which is an original, but taken together constituting one and the same instrument.

IN WITNESS WHEREOF, Assignor has executed this assignment, as an instrument under seal, as of the 26th day of June, 2020.

ASSIGNOR: EHIR HOLDINGS, LLC.
BY: Michael Laquere
TITLE: CEO

Michael Laquere

Signature

The foregoing Assignment is hereby accepted as of the 26th day of June, 2020.

ASSIGNEE: INCLUDED HEALTH, INC.
BY: Colin Quinn
TITLE: CEO

Colin Quinn

Signature

Schedule A

TRADEMARK REGISTRATIONS/APPLICATIONS

Trademark	Classes	Reg. No.	Reg. Date	App. No.	Filing Date
INCLUDED HEALTH	4	N/A	N/A	88485892	June 24, 2019