

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM769113

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900724353

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Gilsbar, L.L.C.		07/26/2022	Limited Liability Company: LOUISIANA
MedCom Care Management, L.L.C.		07/26/2022	Limited Liability Company: LOUISIANA

RECEIVING PARTY DATA

Name:	Gilsbar Holdings, L.L.C.
Street Address:	2100 Covington Centre
City:	Covington
State/Country:	LOUISIANA
Postal Code:	70433
Entity Type:	Limited Liability Company: LOUISIANA

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	2515587	GILSBAR
Registration Number:	2515588	GILSBAR
Registration Number:	3141350	360° BENEFIT PLAN MANAGEMENT
Registration Number:	5049630	GILSBAR
Registration Number:	5049629	ENHANCING BUSINESS. IMPROVING LIVES.
Serial Number:	97090936	GILSBAR
Serial Number:	97090917	G
Registration Number:	3446499	HANDLE WITH CARE

CORRESPONDENCE DATA

Fax Number: 2253819197

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.

Phone: 2253460285

Email: ipdocket@phelps.com, drew.patty@phelps.com

Correspondent Name: PHELPS DUNBAR LLP

Address Line 1: 400 Convention Street, Suite 1100

CH \$25.00 2515587

Address Line 4:	Baton Rouge, LOUISIANA 70802
NAME OF SUBMITTER:	R. Andrew Patty II
SIGNATURE:	/R. Andrew Patty II/
DATE SIGNED:	11/21/2022
Total Attachments: 4 source=Gilsbar Assignment#page1.tif source=Gilsbar Assignment#page2.tif source=Gilsbar Assignment#page3.tif source=Gilsbar Assignment#page4.tif	

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "*Assignment*") is made and entered into as of July 26, 2022, by Gilsbar, L.L.C., a Louisiana limited liability company ("*Gilsbar*") and MedCom Care Management, L.L.C. (formerly MedCom Care Management, Inc.), a Louisiana limited liability company ("*MedCom*") and, together with Gilsbar, the "*Assignors*" and each, an "*Assignor*"), and Gilsbar Holdings, L.L.C., a Louisiana limited liability company ("*Assignee*").

WITNESSETH:

WHEREAS, pursuant to that certain Membership Interest Purchase Agreement dated as of December 29, 2021 by and among Canoe TPA Holdco, LLC as the Company, Gilsbar Holdings, L.L.C. as the Seller and HealthComp Intermediate, LLC as the Buyer (as amended, restated, modified or supplemented from time to time, the "*Purchase Agreement*"), Seller agreed to sell to Buyer 100% of the membership interests of the Company, which constituted 100% of the membership interests of certain entities owned by Company, including Gilsbar and MedCom; and

WHEREAS, Gilsbar and MedCom agreed to transfer or otherwise assign certain Rights (defined below) to Assignee prior to the sale pursuant to the Purchase Agreement, but the Rights were not formally assigned to Assignee prior to the transfer pursuant to the Purchase Agreement; and

WHEREAS, Assignors have agreed to execute this Assignment to effectuate the prior agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows

Section 1.1 Assignment and Assumption of Rights. The Assignors hereby sell, transfer, convey, assign, and deliver to the Assignee, its successors and assigns, without representation and warranty by and without recourse to the Assignors, and the Assignee hereby purchases, receives, acquires, and accepts from the Assignors, all of the Assignors' right, title and interest in and to the following (the "*Rights*");

1.1.1 All the servicemarks, trademarks, trademark applications, and tradename listed on Exhibit "A" hereto (the "*Marks*"), together with any renewals and extensions of the registrations for the Marks;

1.1.2 The businesses associated with the Marks and all goodwill of the businesses associated with the Marks and symbolized thereby;

1.1.3 All the common law rights associated with the Marks and symbolized thereby;

1.1.4 All income, royalties, and payments now or hereafter due or payable with respect of the Marks;

1.1.5 All rights to (a) bring actions, defend against, or otherwise recover for infringements or other impairments of the Marks, and the right to the profits or damages due or accrued, arising out of or in connection with any and all past, present, or future infringements or other impairments of the Marks, (b) apply for, make filings with respect to (including, but not limited to, filing statements of use or amendments to allege use of any Marks that had been filed with the United States Patent and Trademark Office (the "USPTO") on the basis of "intent to use" applications), and maintain all registrations, renewals, and extensions thereof, and (c) all other rights of any kind whatsoever of the Assignors accruing thereunder.

Section 1.2 Trademark Applications. With respect to those Marks that were filed with the USPTO on the basis of "intent to use" applications, Assignors represent that those Marks have been used in the Assignors' ongoing and existing businesses to which those Marks pertain, and which businesses, and the goodwill associated therewith, is being transferred pursuant to this Assignment.

Section 1.3 Further Assurances. This Assignment has been executed and delivered by the Assignors for the purpose of recording the assignment herein with the USPTO and other appropriate government entities. The Assignors agree that at any time and from time to time, at the Assignee's request and expense and without further consideration, the Assignors shall promptly execute and deliver all further instruments of transfer, conveyance, assignment, and other documents, and take all further actions that are reasonably requested by the Assignee, to evidence or better effect the assignment contained herein.

Section 1.4 Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Louisiana (without reference to conflicts of laws principles).

Section 1.5 Counterparts. This Assignment may be executed in one or more counterparts, and counterparts by facsimile or by e-mail as a pdf attachment, all of which taken together shall constitute one and the same instrument, and any of the parties hereto may execute this Assignment by signing any such counterpart.

Section 1.6 Warranty of Signers. Each individual executing and delivering this Assignment on behalf of a party hereby represents and warrants to the other party that such individual has been duly authorized and empowered to make such execution and delivery.

[SIGNATURE PAGE FOLLOWS]

Gilsbar, L.L.C.

Witnesses:

By: [Signature]
Name: Tucker Stein
Title: CFO

Doren Roum
[Signature]

MedCom Care Management, L.L.C.

By: [Signature]
Name: David Chen
Title: CFO

Doren Roum
[Signature]



Gilsbar Holdings, L.L.C.

By: [Signature]
Name: Kym Hahn
Title: President



Doren Roum
[Signature]

Exhibit A

Registered Trademarks:

Trademark	Serial No.	Registration No.
GILSBAR (standard character)	78/045,813	2,515,587
 GILSBAR	78/045,823	2,515,588
360° BENEFIT PLAN MANAGEMENT (standard character)	78/574,498	3,141,350
HANDLE WITH CARE (standard character)	78/582,792	3,446,489
 Gilsbar	86/916,255	5,049,630
ENHANCING BUSINESS. IMPROVING LIVES.	86/916,245	5,049,629

Trademark Applications:

Trademark	Application No.	Date Filed
 GILSBAR	97090936	10/25/21
	97090917	10/24/21