

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM813892

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
OneRecord, LLC		09/23/2022	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	Milliman Solutions LLC		
Street Address:	1301 Fifth Avenue		
Internal Address:	Suite 3800		
City:	Seattle		
State/Country:	WASHINGTON		
Postal Code:	98101		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	6295578	ONERECORD	
Registration Number:	6064863	ONERECORD	
Registration Number:	6064864	ONERECORD	
CORRESPONDENCE DATA			
Fax Number:	6152591470		
<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:	6152591450		
Email:	trademarks@arlaw.com		
Correspondent Name:	Kristina Montanaro Schrader		
Address Line 1:	1600 West End Ave		
Address Line 2:	Suite 1400		
Address Line 4:	Nashville, TENNESSEE 37203		
NAME OF SUBMITTER:	Kristina Montanaro Schrader		
SIGNATURE:	/Kristina Montanaro Schrader/		
DATE SIGNED:	05/30/2023		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this “**Trademark Assignment Agreement**”) is made and entered into as of September 23, 2022, by and between OneRecord, LLC, a Delaware limited liability company (“**Seller**”) and Milliman Solutions LLC, a Delaware limited liability company (“**Buyer**”). Capitalized terms used herein but not otherwise defined shall have the respective meanings ascribed to such terms in the Purchase Agreement (as defined below).

RECITALS

WHEREAS, Seller and Buyer are parties to that certain Asset Purchase Agreement (the “**Purchase Agreement**”), dated as of the date hereof; and

WHEREAS, in connection with the Purchase Agreement, Seller has agreed to sell, assign, transfer, and deliver to Buyer all of Seller’s right, title, and interest in and to the trademarks listed on Exhibit A hereto (the “**Marks**”) and Buyer has agreed to purchase, assume and acquire such Marks from Seller, all in accordance with the terms set forth in the Purchase Agreement.

NOW, THEREFORE, in consideration of the execution and delivery of the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Seller and Buyer hereby agree as follows.

1. **Sale, Assignment, Transfer, and Delivery.** Seller hereby sells, assigns, transfers and delivers to Buyer, its successors and assigns, to have and to hold forever, and Buyer hereby accepts from Seller, all of Seller’s right, title, and interest in, to, and under the Marks, including all common law rights together with the goodwill of the business symbolized by the Marks and all causes of action for infringement of the Marks, wherever located, subject to and in accordance with the provisions of the Purchase Agreement.

2. **Terms of the Purchase Agreement.** This Trademark Assignment Agreement is intended to evidence the consummation of the transfer and assignment by Seller to Buyer of the Marks contemplated by the Purchase Agreement and pursuant to the terms thereof, which are hereby incorporated by reference into this Trademark Assignment Agreement. Seller, by its execution of this Trademark Assignment Agreement, and Buyer, by its acceptance of this Trademark Assignment Agreement, each hereby acknowledges and agrees that neither the representations and warranties nor the rights and remedies of any party under the Purchase Agreement shall be deemed to be enlarged, modified, or altered in any way by this Trademark Assignment Agreement. In the event of any inconsistencies or conflicts between this Trademark Assignment Agreement and the Purchase Agreement, the terms of the Purchase Agreement shall govern.

3. **Further Assurances.** Seller hereby covenants and agrees that it will, at the request of Buyer, execute and deliver such other instruments of sale, conveyance, assignment, and transfer and take such other action, as Buyer may reasonably request to vest in Buyer the entire right, title, and interest in and to the Marks being transferred hereby.

4. **Miscellaneous.** The terms of **Error! Reference source not found.** (Governing Law; Submission to Jurisdiction; Waiver of Jury Trial) of the Purchase Agreement shall govern this Trademark Assignment Agreement.

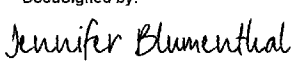
5. **Counterparts.** This Trademark Assignment Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Trademark Assignment Agreement by facsimile or scanned pages shall be as effective as delivery of a manually executed counterpart to this Trademark Assignment Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, Seller and Buyer have executed this Trademark Assignment Agreement effective as of the date first set forth above.

SELLER:

ONERECORD, LLC

DocuSigned by:
By:  _____
60DCAA6B96B5485
Name: Jennifer Blumenthal
Title: Chief Executive Officer

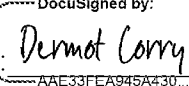
[Signature Page to Trademark Assignment Agreement]

TRADEMARK
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IN WITNESS WHEREOF, Seller and Buyer have executed this Trademark Assignment Agreement effective as of the date first set forth above.

BUYER:

MILLIMAN SOLUTIONS LLC

DocuSigned by:
By: 
Name: Dermot Corry
Title: President and Chief Executive Officer

[Signature Page to Trademark Assignment Agreement]

Exhibit A
MARKS

Trademark	Jurisdiction	Application Number	Registration Number	Owner
ONERECORD	US	87759057	6295578	OneRecord, LLC
ONERECORD	US	87983019	6064863	OneRecord, LLC
ONERECORD	US	87983020	6064864	OneRecord, LLC
ONERECORD	Canada	1909876		OneRecord, LLC
ONERECORD	United Kingdom	UK00801449621	UK00801449621	OneRecord, LLC
ONERECORD	India	4143373		OneRecord, LLC
ONERECORD	Indonesia	M0020191459960	IDM000810579	OneRecord, LLC
ONERECORD	International Register Madrid Protocol: BR, CU		1535576	OneRecord, LLC
ONERECORD	International Register Madrid Protocol: AU, ID, IN, JP, KR, PH		1459960	OneRecord, LLC
ONERECORD	International Register Madrid Protocol: GB, EM		1449621	OneRecord, LLC