

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM871278

<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>
AdhereHealth LLC		12/31/2023	Limited Liability Company: TENNESSEE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	AdhereHealth Solutions, LLC		
<b>Street Address:</b>	1000 Corporate Centre Dr., Suite 350		
<b>City:</b>	Franklin		
<b>State/Country:</b>	TENNESSEE		
<b>Postal Code:</b>	37067		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 12</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	90196674	ADHEREHEALTH	
<b>Registration Number:</b>	6164708	ADHERENCE RESOLVED	
<b>Registration Number:</b>	6164707	STRATIFY	
<b>Registration Number:</b>	6164706	RESOLVE	
<b>Registration Number:</b>	6164705	P	
<b>Registration Number:</b>	6154020	OPTIMIZE MTM	
<b>Registration Number:</b>	6154019	QILINK	
<b>Registration Number:</b>	6154018	QUANTIFY	
<b>Registration Number:</b>	5968805	P3LINK	
<b>Registration Number:</b>	5968804	ADHERERX	
<b>Registration Number:</b>	5086138	STARCONNECT	
<b>Registration Number:</b>	5086137	STARMTM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3123322196		
<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>	3122014000		
<b>Email:</b>	tmapps@goldbergkohn.com		
<b>Correspondent Name:</b>	Robert D. Leighton		

OP \$315.00 90196674

**Address Line 1:** 55 East Monroe, Suite 3300  
**Address Line 4:** Chicago, ILLINOIS 60603

**ATTORNEY DOCKET NUMBER:** 7213.076

**NAME OF SUBMITTER:** Robert D. Leighton

**SIGNATURE:** /Robert D. Leighton/

**DATE SIGNED:** 01/25/2024

**Total Attachments: 5**

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ANNEX A

ASSIGNMENT OF TRADEMARKS - FOR RECORDATION PURPOSES

This Trademark Assignment (this "**Trademark Assignment**") is entered into as of December 31, 2023 and is delivered in connection with (i) that certain Intellectual Property Assignment (the "**IP Agreement**") entered into as of the date hereof between AdhereHealth LLC, a Tennessee limited liability company (the "**Assignor**"), and AdhereHealth Solutions, LLC, a Delaware limited liability company (the "**Assignee**") and (ii) the certain Asset Purchase and Turnover Agreement (the "**Purchase Agreement**") dated as of the date hereof among the Assignor, the Assignee and other parties thereto. The Assignor and the Assignee are occasionally referred to herein collectively as the "**Parties**" and each individually as a "**Party**". Capitalized terms used in this Trademark Assignment without definition have the respective meanings given to them in the Purchase Agreement.

**WHEREAS**, the Assignor has delivered this Trademark Assignment signed by the Assignor to enable the Assignee to file it with any appropriate Governmental Entity to indicate ownership of the intellectual property described below and for the other purposes set forth herein; and

**WHEREAS**, this Trademark Assignment supplements and is in addition to all other rights of the Assignee under the IP Agreement and the Purchase Agreement and other instruments of transfer delivered in connection with the Purchase Agreement.

**NOW, THEREFORE**, for good and valuable consideration, receipt of which the Assignor acknowledges, and by signing and delivering this Trademark Assignment, the Assignor sells, assigns, transfers, conveys, and delivers to the Assignee all of the Assignor's right, title, and interest in and to:

(a) the registered trademarks specifically listed in Schedule I to this Trademark Assignment (collectively, the "**Marks**"); and

(b) the following properties and rights with respect to all Marks so listed in Schedule I:

(i) all goodwill associated with the business related to the Marks together with all rights to use, license and otherwise exploit the Marks;

(ii) any and all registered Marks and applications for registration of the United States that have been or may be granted or filed, respectively, with respect to such Marks;

(iii) all foreign Marks that may claim priority based on and correspond to the Marks listed in Schedule I; and

(iv) all income, royalties, damages, and payments hereafter due or payable to the Assignor with respect to the Marks, including without limitation unpaid damages and payments for past, present, and future infringements of any Mark.

This Trademark Assignment is made in connection with the sale of the business to which the Marks relate. As of the date first set forth above, the Assignee has succeeded to all right, title, and standing of the Assignor to: (A) receive all rights and benefits pertaining to the Marks and related rights described above and (B) commence, prosecute, defend and settle all claims and take all actions that the Assignee, in its sole discretion, may elect in relation to the Marks described above.

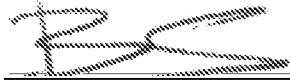
This Trademark Assignment (A) is irrevocable and effective upon the Assignor's signatures to and delivery of a manually signed copy of this Trademark Assignment or facsimile or email transmission of the signatures to this Trademark Assignment in connection with the Closing, if and only if the Closing is completed, (B) benefits and binds the parties to the Purchase Agreement and their respective successors and assigns, (C) does not modify or affect, and is subject to, the provisions of the Purchase Agreement and IP Agreement, and (D) may be signed in counterparts.

*[The remainder of this page is intentionally left blank.]*

IN WITNESS WHEREOF, the Parties have executed this Trademark Assignment as of the date first written above.

ASSIGNOR:

**ADHEREHEALTH LLC**

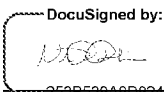
By:   
Name: Brian S. Sauer  
Its: Vice President, Secretary and Treasurer

(Signature Page to Trademark Assignment)

IN WITNESS WHEREOF, the Parties have executed this Trademark Assignment as of the date first written above.

ASSIGNEE:

**ADHEREHEALTH SOLUTIONS LLC**

By:   
Name: Nathan P. Raulin  
Its: Vice President

(Signature Page to Trademark Assignment)

**SCHEDULE I**

**MARKS**

<b>Owner</b>	<b>Mark</b>	<b>Application Number</b>	<b>Application Date</b>	<b>Registration Number</b>	<b>Registration Date</b>
AdhereHealth LLC	ADHEREHEALTH	90196674	09/21/20	N/A	N/A
AdhereHealth LLC	ADHERENCE RESOLVED	88131097	Registered	6164708	09/29/20
AdhereHealth LLC	STRATIFY	88131093	Registered	6164707	09/29/20
AdhereHealth LLC	RESOLVE	88131089	Registered	6164706	09/29/20
AdhereHealth LLC	P	88131070	Registered	6164705	09/29/20
AdhereHealth LLC	OPTIMIZE™	88222912	Registered	6154020	09/15/20
AdhereHealth LLC	QILINK	88222905	Registered	6154019	09/15/20
AdhereHealth LLC	QUANTIFY	88222900	Registered	6154018	09/15/20
AdhereHealth LLC	P3LINK	88222916	Registered	5968805	01/21/20
AdhereHealth LLC	ADHERERX	88222894	Registered	5968804	01/21/20
AdhereHealth LLC	STARCONNECT	86970906	Registered	5086138	11/22/16
AdhereHealth LLC	STARM™	86970896	Registered	5086137	11/22/16