

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

Assignment ID: TMI144674

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>RESUBMIT DOCUMENT ID:</b>	900842418		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Health Dialog Services Corporation		03/06/2024	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Company Name:</b>	Infomedia Group, Inc.		
<b>Street Address:</b>	11845 IH 10 West, Suite 400		
<b>City:</b>	San Antonio		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	78230		
<b>Entity Type:</b>	Corporation: TEXAS		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77129153	HD CONNECT	
<b>Serial Number:</b>	76608893	HEALTH CROSSROADS	
<b>Serial Number:</b>	75403448	HEALTH DIALOG	
<b>Serial Number:</b>	78766620	HEALTH DIALOG	
<b>Serial Number:</b>	86166354	READY? SET. GO!	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	(414)298-8754		
<b>Email:</b>	tmadmin@reinhardtllaw.com		
<b>Correspondent Name:</b>	Heidi R. Thole		
<b>Address Line 1:</b>	1000 N. Water Street		
<b>Address Line 2:</b>	Suite 1700		
<b>Address Line 4:</b>	Milwaukee, WISCONSIN 53202		
<b>NAME OF SUBMITTER:</b>	Lisa Kirt		
<b>SIGNATURE:</b>	Lisa Kirt		
<b>DATE SIGNED:</b>	04/08/2024		

**Total Attachments: 7**

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## ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this “Agreement”), dated as of March 6, 2024 (the “Effective Date”), is made by and among, Infomedia Group, Inc. (d/b/a Carenet Health), a Texas corporation (“Purchaser”), and Rite Aid Corporation, a Delaware corporation (as in existence on the date hereof), as a debtor-in-possession and a reorganized debtor, as applicable (“RAD”), and Health Dialog Services Corporation, a Delaware corporation (“Seller”). Purchaser and Seller are referred to herein individually as a “Party” and together as the “Parties.” Capitalized terms used herein shall have the meanings set forth herein including Article IX.

WHEREAS, on October 15, 2023, Seller, together with certain of Seller’s Affiliates, commenced voluntary cases under chapter 11 of the United States Code, 13 U.S.C. §§ 101-1532 (the “Bankruptcy Code”), in the United States Bankruptcy Court for the District of New Jersey (the “Bankruptcy Court”), which cases are jointly administered for procedural purposes under Case No. 23-18993 (MBK) (Bankr. D.N.J.) (collectively, the “Bankruptcy Cases”).

NOW, THEREFORE, the Parties hereby agree as follows.

### ARTICLE I PURCHASE AND SALE OF ACQUIRED ASSETS; ASSUMPTION OF ASSUMED LIABILITIES

#### Section 1.1 Purchase and Sale of the Acquired Assets.

(a) Pursuant to sections 105, 363 and 365 of the Bankruptcy Code, on the terms and subject to the conditions set forth herein and in the Sale Order at the Closing, Seller shall sell, transfer, assign, convey, and deliver to Purchaser, and Purchaser shall purchase, acquire, and accept from Seller, all of Seller’s right, title and interest in and to, as of the Closing, the Acquired Assets, free and clear of all Encumbrances other than Permitted Encumbrances. “Acquired Assets” means all of Seller’s right, title and interest in and to, as of the Closing, the following assets of Seller, but excluding in all cases the Excluded Assets:

- (b) all Contracts listed on Schedule 1.1(b) (the “Assigned Contracts”);
- (c) all data required to be maintained under any Assigned Contract;
- (d) all of the assets listed on Schedule 1.1(d), other than such assets (such as laptops) that are assigned to Business Employees who do not become Transferred Employees;
- (e) all Intellectual Property owned by Seller and exclusively used in the Business, all rights to collect royalties and proceeds in connection with such Intellectual Property with respect to the period from and after the Closing, all rights to sue and recover for past, present and future infringements, dilutions, misappropriations of, or other conflicts with, such Intellectual Property and any and all corresponding rights that, now or hereafter, may be secured throughout the world, including the Intellectual Property set forth on Schedule 1.1(e); and

the same. Purchaser shall be entitled to rely on any action or omission taken by RAD on behalf of Seller.

**ARTICLE IX**  
**ADDITIONAL DEFINITIONS AND INTERPRETIVE MATTERS**

**Section 9.1 Certain Definitions.**

(a) “Action” means any action, suit, litigation, arbitration, mediation, audit, proceeding (including any civil, criminal, administrative, investigative or appellate proceeding) or prosecution of any kind whatsoever whether sounding in contract or tort, or whether at law or in equity, or otherwise under any legal or equitable theory, commenced, brought, conducted or heard by or before any Governmental Body.

(b) “Advisors” means, with respect to any Person as of any relevant time, any directors, officers, employees, investment bankers, financial advisors, accountants, agents, attorneys, consultants, or other representatives of such Person.

(c) “Affiliate” means, with respect to any Person, any other Person that, directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such Person, and the term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management, affairs and policies of such Person, whether through ownership of voting securities, by Contract or otherwise.

(d) “Business” means the business operations of Seller as of the date hereof for the provision of personalized population health services to health plans, providers, employers through member engagement programs, multi-channel health coaching, and shared decision making tools.

(e) “Business Day” means any day other than a Saturday, Sunday or other day on which banks in New York City, New York are authorized or required by Law to be closed.

(f) “Contract” means any written contract, indenture, note, bond, lease, sublease, mortgage, agreement, guarantee, or other agreement that is binding upon a Person or its property, in each case, other than a purchase order, service order, or sales order.

(g) “Encumbrance” means any lien (as defined in section 101(37) of the Bankruptcy Code), encumbrance, claim (as defined in section 101(5) of the Bankruptcy Code), charge, mortgage, deed of trust, option, pledge, security interest or similar interests, title defects, hypothecations, easements, rights of way, encroachments, Orders, conditional sale or other title retention agreements and other similar impositions, imperfections or defects of title or restrictions on transfer or use.

(h) “Governmental Body” means any government, quasi-governmental entity, or other governmental or regulatory body, agency or political subdivision thereof of any nature, whether foreign, federal, state or local, or any agency, branch, department, official,

entity, instrumentality or authority thereof, or any court or arbitrator of applicable jurisdiction.

(i) “Intellectual Property” means all of the following: (i) patents, patent applications and patent disclosures; (ii) trademarks, service marks, trade dress, corporate names and Internet domain names, together with all goodwill associated with each of the foregoing; (iii) copyrights; (iv) registrations and applications for any of the foregoing; (v) trade secrets; (vi) computer software (including data files, domains, URLs, names, source code, object code, application programming interfaces, statistical modeling, databases, other software-related specifications and documentation); (vii) drawings, schematics and other technical plans (including all specifications, records, documentation, works of authorship or other creative works, ideas, knowledge, invention disclosures or other data); and (viii) all other intellectual property.

(j) “Laws” means all laws, statutes, ordinances, codes, rules or regulations promulgated by any Governmental Body.


(k) “Liability” means, as to any Person, any debt, adverse claim, liability, duty, responsibility, obligation, commitment, assessment, cost, expense, loss, expenditure, charge, fee, penalty, fine, contribution, or premium of any kind or nature whatsoever, whether known or unknown, asserted or unasserted, absolute or contingent, direct or indirect, accrued or unaccrued, liquidated or unliquidated, or due or to become due, and regardless of when sustained, incurred or asserted or when the relevant events occurred or circumstances existed.

(l) “Material Adverse Effect” means a material adverse effect on the Acquired Assets and Assumed Liabilities, taken as whole; provided that none of the following (or consequences thereof), either alone or in combination, shall constitute, or be taken into account in determining whether or not there has been, a Material Adverse Effect: (i) any matter, event, change, development, occurrence, circumstance or effect (each, an “Effect”) in, arising from or relating to general business or economic conditions affecting the industry in which Seller operates, including Effects arising from or relating to competition or ordinary course matters and other Effects within such industry, new entrants into such industry, new products from other participants in such industry, changes in product pricing due to such competition, changes in market share or financial results due to such competition, and other related changes resulting from such competition; (ii) Effects in, arising from or relating to national or international political or social conditions, including tariffs, riots, protests, the engagement by the United States or other country in hostilities or the escalation thereof, whether or not pursuant to the declaration of a national emergency or war, or the occurrence or the escalation of any military, cyber or terrorist (whether or not state-sponsored) attack upon the United States or any other country, or any of its territories, possessions, or diplomatic or consular offices or upon any military installation, asset, equipment or personnel of the United States or of any other country; (iii) Effects in, arising from or relating to any fire, flood, hurricane, earthquake, tornado, windstorm, other calamity or act of God, global or national health concern, epidemic, pandemic (whether or not declared as such by any Governmental Body), viral outbreak (including “Coronavirus” or “COVID-19” or the worsening thereof) or any quarantine or trade restrictions related

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

**PURCHASER:**

INFOMEDIA GROUP, INC. (D/B/A CARENET HEALTH)

By: 

Name: Christopher Rogers

Title: Chief Operating Officer

**SELLER:**

HEALTH DIALOG SERVICES CORPORATION

By: \_\_\_\_\_

Name: Jeffrey S. Stein

Title: Chief Executive Officer and Chief Restructuring Officer

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

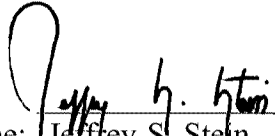
**PURCHASER:**

INFOMEDIA GROUP, INC. (D/B/A CARENET HEALTH)

By: \_\_\_\_\_  
Name: Christopher Rogers  
Title: Chief Operating Officer

**SELLER:**

HEALTH DIALOG SERVICES CORPORATION

By:  \_\_\_\_\_  
Name: Jeffrey S. Stein  
Title: Chief Executive Officer and  
Chief Restructuring Officer

**Schedule 1.1(e)**

**Intellectual Property**

1. Care Pathways framework;
2. Population Health components of the Pathways Engine solution
3. Communication Platform;
4. CSF (Common Services Foundation);
5. HCRL (Health Coach Resource Library);
6. HDC3;
7. HDConnect; and
8. PSAP Locator

**Domain Names:**

<b>Owner</b>	<b>Domain Name</b>	<b>Renewal Date</b>
Domain Protection Services, Inc.	healthdialog.com	12/10/2024
Health Dialog	mynhschoices.org	4/4/2024

**Registered or Applied-For Trademarks:**

<b>Owner</b>	<b>Mark</b>	<b>Country</b>	<b>Status</b>	<b>Application No. / Application Date</b>	<b>Registration No. / Registration Date</b>
Health Dialog Services Corporation	HD CONNECT	USA	Registered	77129153 13-MAR-2007	3489490 19-AUG-2008
Health Dialog Services Corporation	HEALTH CROSSROADS	USA	Registered	76608893 23-AUG-2004	3061762 28-FEB-2006
Health Dialog Services Corporation	HEALTH DIALOG	USA	Registered	75403448 09-DEC-1997	2287161 19-OCT-1999
Health Dialog Services Corporation	HEALTH DIALOG	USA	Registered	78766620 05-DEC-2005	3348227 04-DEC-2007



<b>Owner</b>	<b>Mark</b>	<b>Country</b>	<b>Status</b>	<b>Application No. / Application Date</b>	<b>Registration No. / Registration Date</b>
Health Dialog Services Corporation	READY? SET. GO!	USA	Registered	86166354 15-JAN-2014	4584235 12-AUG-2014

Issued or Applied-For Patents

<b>Country</b>	<b>Title</b>	<b>App. Num.</b>	<b>Patent Num.</b>
USA	Systems and methods for predicting healthcare risk related events	13/313,601	8290789
USA	Systems and methods for predicting healthcare risk related events	13/617,225	8484085

Registered Copyrights

None.