

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM566138

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Healthsmart Holdings, Inc.		05/01/2019	Corporation: NEVADA
RECEIVING PARTY DATA			
Name:	Healthsmart Benefits Management, LLC		
Street Address:	222 W. Las Colinas Blvd.		
Internal Address:	Suite 500N		
City:	Irving		
State/Country:	TEXAS		
Postal Code:	75039		
Entity Type:	Limited Liability Company: TEXAS		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2479995	SMARTACCESS	
Registration Number:	4077414	HEALTHSMART	
Registration Number:	4077413	HEALTHSMART	
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:	(314)505-6750		
Email:	mgammill@centene.com		
Correspondent Name:	Meredith P. Gammill		
Address Line 1:	1150 Connecticut Ave, NW, Suite1000		
Address Line 4:	Washington, D.C. 20036		
NAME OF SUBMITTER:	Meredith P. Gammill		
SIGNATURE:	/MPG-CC/		
DATE SIGNED:	03/10/2020		
Total Attachments: 8			
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TRADEMARK ASSIGNMENT AGREEMENT

This **TRADEMARK ASSIGNMENT AGREEMENT** (this “Agreement”) is made as of May 1, 2019, by and between Healthsmart Holdings, Inc., a Nevada corporation (“Assignor”) and Healthsmart Benefits Management, LLC, a Texas limited liability company (“Assignee”).

WHEREAS, the Assignor is the owner of the trademarks, service marks and logos identified on Exhibit A (collectively, the “Marks”, and together with any trademarks, service marks, logos, domain names, social media handles and other indicia of source which incorporate such Marks that are owned by Assignor, together with all registrations, applications and renewals relating thereto (collectively, the “Assigned IP”); and

WHEREAS, in connection with the closing under that certain Purchase and Sale Agreement, dated as of March 13, 2019, by and among (i) Assignor, (ii) the Seller Holders identified therein, (iii) Assignee, (iv) Hudson Acquisition, LLC, a Texas limited liability company, and (v) Centene Corporation, a Delaware corporation (the “Purchase Agreement”), Assignor and Assignee are, effective as of immediately prior to the Closing (as defined in the Purchase Agreement) (the “Effective Time”), hereby effecting the assignment, transfer, conveyance and delivery of all of Assignor’s right, title and interest in, to and under the Assigned IP (the “Assignment”).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows.

Effective as of the Effective Time, Assignor (on behalf of itself and its successors, assigns and affiliates) hereby irrevocably assigns, transfers, conveys and delivers to Assignee, and its successors and assigns, all of Assignor’s right, title and interest in, to and under the Assigned IP, together with: the goodwill of the business associated thereby, all registrations and applications therefor (and the rights to make applications or registrations therefor), including any renewals and extensions of the registrations set forth in Exhibit A or that are in effect or may be secured, now or hereafter, in each case, and all income, royalties and payments made with respect to the Assigned IP following the Effective Time, including all claims for damages by reason of past, present or future infringement, misappropriation, violation or other unauthorized use of the Assigned IP, together with the right to sue for and collect the same. Effective as of the Effective Time, Assignee hereby accepts the assignment of the Assigned IP. For the avoidance of doubt, nothing in this Agreement shall expand, impair, limit or otherwise modify the covenants, representations or warranties contained in the Purchase Agreement, including with respect to the Assigned IP.

Assignor further agrees, for itself and its successors and assigns, and without charge to Assignee, to execute and deliver, at the reasonable request of Assignee, any documents, papers, forms, instruments, authorizations and assignments prepared by Assignee that are reasonably necessary or desirable for securing, completing or vesting in Assignee all right, title and interest of Assignor in, to and under the Assigned IP as set forth herein, including by entering into an assignment agreement with terms and conditions substantially similar to those of the form set forth in Exhibit B.

Assignor hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding

entities or agencies in any applicable jurisdictions to record and register an assignment agreement with terms and conditions substantially similar to those of the form set forth in Exhibit B upon request by Assignee.

Nothing in this Agreement, express or implied, is intended to or shall be construed to modify, expand or limit in any way the provisions of the Purchase Agreement. In the event of any conflict, ambiguity or inconsistency between any provision of this Agreement and any provision of the Purchase Agreement, the applicable provision of the Purchase Agreement shall be deemed to be controlling.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

This Agreement and all disputes, controversies or claims relating to, arising out of or under or in connection with this Agreement, including the negotiation, execution and performance hereunder, shall be governed by, and construed in accordance with, the laws of the State of Delaware, regardless of the laws that might otherwise govern under applicable principles of choice of law or conflicts of law rules or provisions thereof to the extent they would result in the application of the laws of another jurisdiction. All capitalized terms used in this Agreement but not otherwise defined herein are given the meanings set forth in the Purchase Agreement. The word "including" shall mean including without limitation.

This Agreement may be executed and delivered in one or more counterparts, and by the parties hereto in separate counterparts, each of which when executed and delivered shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Any facsimile or electronically transmitted copies hereof or signatures hereon shall, for all purposes, be deemed originals.

This Agreement may not be amended, supplemented or modified except by a written instrument signed by the parties hereto (or, if applicable, their respective successors and permitted assigns).

[Signature Page Follows]

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

HEALTHSMART HOLDINGS, INC.

By: Phil Christianson

Name: Phil Christianson

Title: Chief Executive Officer

[Signature Page to Trademark Assignment Agreement]

**TRADEMARK
REEL: 006886 FRAME: 0377**

HEALTHSMART BENEFITS MANAGEMENT, LLC

By: Phil Christianson

Name: Phil Christianson

Title: President

[Signature Page to Trademark Assignment Agreement]

TRADEMARK
REEL: 006886 FRAME: 0378

Exhibit A
Assigned Trademarks

Trademark	Jurisdiction	Status	Registration Number	Registration Date	Owner
SMARTACCESS	U.S. PTO	Issued	2479995	Aug. 21, 2001	HealthSmart Holdings, Inc.
HEALTHSMART	U.S. PTO	Issued	4077414	Dec. 27, 2011	HealthSmart Holdings, Inc.
HEALTHSMART	U.S. PTO	Issued	4077413	Dec. 27, 2011	HealthSmart Holdings, Inc.

Exhibit B

ASSIGNMENT AGREEMENT

This ASSIGNMENT AGREEMENT (this "Assignment"), dated as of [[●], 2019] (the "Effective Date"), by and between Healthsmart Holdings, Inc., a Nevada corporation ("Assignor"), and Healthsmart Benefits Management, LLC, a Texas limited liability company ("Assignee").

WHEREAS, Assignor owns the intellectual property set forth on Schedule 1 hereto (the "Assigned Trademarks"); and

WHEREAS, Assignor has agreed to assign, transfer and convey to Assignee all of Assignor's right, title, and interest in and to the Assigned Trademarks.

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements contained in this Assignment, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Conveyance. Assignor hereby assigns, transfers and conveys to Assignee all of Assignor's right, title and interest in and to the Assigned Trademarks, including all goodwill and rights therein provided by international conventions and treaties, all rights of priority and renewals, and all rights to sue and recover damages for past, present and future infringement, dilution, misappropriation, unlawful imitation or other violation thereof or conflict therewith (the rights transferred under this Section 1 cumulatively, the "Assigned Rights").

Due Authorization. Assignor hereby authorizes and requests any official of any applicable governmental authority to issue any and all registrations from any and all applications for registration included in the Assigned Trademarks to and in the name of Assignee.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor and Assignee have duly executed this Assignment as of the date first written above.

HEALTHSMART HOLDINGS, INC.

By: _____

Name:

Title:

HEALTHSMART BENEFITS MANAGEMENT, LLC

By: _____

Name:

Title:

SCHEDULE 1 TO ASSIGNMENT AGREEMENT

<u>Trademark</u>	<u>Jurisdiction</u>	<u>Status</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Owner</u>
SMARTACCESS	U.S. PTO	Issued	2479995	Aug. 21, 2001	HealthSmart Holdings, Inc.
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