

## PATENT ASSIGNMENT COVER SHEET

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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>SEQUENCE:</b>	4	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	ANDREW B. SPITZER	07/07/2017
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	CENTRIFYHEALTH, INC.	
<b>Street Address:</b>	102 WOODMONT BLVD # 200	
<b>City:</b>	NASHVILLE	
<b>State/Country:</b>	TENNESSEE	
<b>Postal Code:</b>	37205	
<b>PROPERTY NUMBERS Total: 1</b>		
	<b>Property Type</b>	<b>Number</b>
	Application Number:	14937354
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(615)744-5672	
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<b>NAME OF SUBMITTER:</b>	HANNAH M. COLE	
<b>SIGNATURE:</b>	/Hannah M. Cole/	
<b>DATE SIGNED:</b>	07/13/2017	
<b>Total Attachments: 2</b>		
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source=4852-8272-2123 v.1 Patent Assignment - Spitzer#page2.tif		

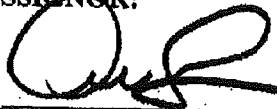
## ASSIGNMENT OF PATENT RIGHTS

This Assignment of Patent Rights ("Assignment") is made and executed as of July 7, 2017 ("Effective Date"), between Andrew B. Spitzer ("Assignor") and CentriflyHealth, Inc. d/b/a CentriHealth, a Delaware corporation ("Assignee," together with Assignor, "Parties").

Assignor and Assignee previously entered into that certain Employment Agreement dated January 23, 2006 ("Prior Agreement"), under which the Parties intended that Assignee would solely own all "Inventions" (as such term is defined in the Prior Agreement). The Parties desire to confirm their original intent by executing this Assignment to expressly assign to Assignee all of Assignor's rights, title and interest in and to: (1) the patent application listed in Exhibit A and any patent issuing on that application (collectively, the "Patents"); (2) inventions disclosed in the Patents; (3) any and all counterpart United States, international and foreign patents, applications and certificates of invention based upon or covering any portion of the Patents; and (4) all reissues, divisionals, renewals, extensions, provisionals, continuations and continuations-in-part of any of the Patents (collectively "Patent Rights"). For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Assignment. Assignor hereby assigns to Assignee, and Assignee hereby accepts, all of Assignor's rights, title and interest in and to the Patent Rights, including, without limitation, all rights to causes of action and enforcement rights for the Patent Rights, including, without limitation, all rights to pursue damages, injunctive relief and other remedies for past and future infringement of the Patent Rights. Assignor hereby warrants that Assignor has not assigned or licensed to any third party any rights, title or interest in or to any of the Patent Rights.
2. Further Assurances. Upon Assignee's reasonable request, Assignor will execute documents and take actions as necessary to effect, evidence or perfect this Assignment. Assignor hereby irrevocably appoints Assignee as Assignor's attorney-in-fact to execute documents on behalf of Assignor for the purpose of carrying out the preceding sentence with the same legal effect as if executed by Assignor.
3. Miscellaneous. This Assignment will inure to the benefit of the Parties and their respective successors and assigns. This Assignment will be governed by the laws of the State of Tennessee, without regard to its conflicts of laws principles. This Assignment may only be amended in a writing signed by the Parties. This Assignment may be executed in counterparts, each of which will be deemed an original, but all of which together will be deemed one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail, or other means of electronic transmission will be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

ASSIGNOR:

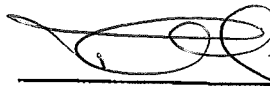


Andrew B. Spitzer

ASSIGNEE:

CENTRIFYHEALTH, INC.

By:



Name: Ralph A. Korpman, M.D.

Title: President and CEO

PATENT

REEL: 042994 FRAME: 0414

**EXHIBIT A**

14/937,354	United States	11/10/2015
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