

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT7824378

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	GET HEAL, INC.	01/27/2023
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	HUMANA INC.	
<b>Street Address:</b>	500 WEST MAIN STREET	
<b>City:</b>	LOUISVILLE	
<b>State/Country:</b>	KENTUCKY	
<b>Postal Code:</b>	40202	
<b>PROPERTY NUMBERS Total: 3</b>		
<b>Property Type</b>	<b>Number</b>	
<b>Application Number:</b>	17342683	
<b>Application Number:</b>	17363932	
<b>Application Number:</b>	17554837	
<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>	16147925555	
<b>Email:</b>	STANDLEYDOCKETING@STANDLEYLLP.COM	
<b>Correspondent Name:</b>	STANDLEY LAW GROUP LLP	
<b>Address Line 1:</b>	6300 RIVERSIDE DRIVE	
<b>Address Line 4:</b>	DUBLIN, OHIO 43017	
<b>ATTORNEY DOCKET NUMBER:</b>	HUM2027-291	
<b>NAME OF SUBMITTER:</b>	JAMES L. KWAK, REG NO. 41,133	
<b>SIGNATURE:</b>	/James L. Kwak/	
<b>DATE SIGNED:</b>	03/02/2023	
<b>Total Attachments: 6</b>		
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**PATENT**

**REEL: 062857 FRAME: 0174**

**INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT**

This Intellectual Property Assignment Agreement (“Assignment”), dated as of January 27, 2023 (the “Effective Date”), is entered into by and between Get Heal, Inc., a Delaware corporation (“Heal”) and Humana Inc., a Delaware corporation (the “Assignee”).

WHEREAS, on January 20, 2023, Assignee and Heal, together with the other parties signatory thereto, entered into that certain Asset Purchase Agreement (as amended, restated, modified, or supplemented from time to time, the “Purchase Agreement”), pursuant to which, among other things, Heal has agreed to sell, assign, transfer, convey, and deliver to Assignee the Assets (the “Transaction”);

WHEREAS, Heal is the owner of (i) those certain (a) patents and patent applications set forth in the attached Schedule A (the “Patents”), (b) trademark applications and registrations set forth in the attached Schedule B (the “Trademarks”), and (c) the domain names set forth in the attached Schedule C (the “Domain Names”) and (ii) the Transferred IP, including without limitation, the Proprietary Software, other unregistered copyrights, unregistered trademarks, and trade secrets that constitute Transferred IP (the “Unregistered IP”); and

WHEREAS, in connection with the Transaction, Heal has agreed to assign to the Assignee all of its right, title, and interest in and to the Patents, Trademarks, Domain Names, and Unregistered IP.

**NOW, THEREFORE**, in consideration of the representations, warranties, covenants and agreements contained in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to the Purchase Agreement, Heal and Assignee hereby agree as follows:

1. Definitions. Capitalized terms not defined in this Assignment shall have the meanings ascribed to them in the Purchase Agreement.

2. Conveyance and Acceptance of Patents. Heal hereby irrevocably sells, assigns, transfers, and conveys to Assignee, for no additional consideration, all of Heal’s right, title, and interest in and to (i) the Patents, along with (a) any and all patents and patent applications that claim priority to the Patents, including all foreign counterparts, continuations, extensions, divisionals, continuations-in-part, reissues and reexaminations thereof; and (b) all rights of action pertaining to the Patents, including without limitation the right to sue and recover for past, present, and future infringement thereof, the right to secure registration of the Patents and of this Assignment, the right to initiate other proceedings before all Governmental Entities with respect to the Patents, and the right to claim priority, file foreign counterparts, and make applications for reissue and reexamination with respect to any of the Patents.

3. Conveyance and Acceptance of Trademarks. Heal hereby irrevocably sells, assigns, transfers, and conveys to Assignee, for no additional consideration, all of Heal’s right, title, and interest in and to the Trademarks, the goodwill of the business connected with the use of and symbolized by the Trademarks, the right to sue and recover for past, present, and future

infringement thereof, the right to secure registration of the Trademarks and of this Assignment, and the right to initiate other proceedings before all Governmental Entities with respect to the Trademarks; provided that, with respect to the intent-to-use trademark applications included therein, the transfer of such applications accompanies the transfer of Heal's ongoing and existing business, or that portion of the business to which the relevant trademark pertains, pursuant to the Purchase Agreement.

4. Conveyance and Acceptance of Domain Names. Heal hereby irrevocably sells, conveys, transfers, and assigns to Assignee, for no additional consideration, all of Heal's right, title, and interest in and to the Domain Names, the goodwill of the business connected with the use of and symbolized by the Domain Names, the right to sue and recover for past, present, and future infringement thereof, the right to secure registration of the Domain Names and of this Assignment, and the right to initiate other proceedings before all Governmental Entities and Registering Authorities (as defined below) with respect to such Domain Names.

5. Conveyance and Acceptance of Unregistered IP. Heal hereby irrevocably sells, conveys, transfers, and assigns to Assignee, for no additional consideration, all of Heal's right, title, and interest in and to the Unregistered IP, the goodwill of the business connected with the use of and symbolized by any of the Unregistered IP, the right to sue and recover for past, present, and future infringement thereof, the right to secure registration of the Unregistered IP and of this Assignment, and the right to initiate other proceedings before all Governmental Entities with respect to such Unregistered IP.

6. Recordation and Authorization.

- a. Heal authorizes the Commissioner for Patents, Commissioner for Trademarks, and any other governmental officials to record and register this Assignment upon request by Assignee.
- b. Heal hereby acknowledges that each Internet domain name registrar (the "Registering Authority") of the Domain Names is authorized to transfer and record in the name of Assignee ownership of and administrative contact for all of the Domain Names.

7. Further Assurances. Upon the reasonable written request of the Assignee, Heal agrees, without any further consideration, to execute and deliver such other documents, certificates, agreements, and other writings and to take such other actions as may be necessary or reasonably requested in order to consummate or make effective the transactions contemplated by this Assignment.

8. Purchase Agreement. If any conflict or inconsistency exists between the terms of this Assignment and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall govern and control.

9. Governing Law. This Assignment shall be governed by and construed in accordance with the Laws of the State of Delaware applicable to agreements made and to be performed entirely within such State, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

10. Counterparts. This Assignment may be executed in any number of duplicate counterparts (including by means of .pdf format), each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

11. Amendment. This Assignment may not be amended or altered except by a written instrument executed by the parties.

*[remainder of page intentionally left blank]*

**IN WITNESS WHEREOF**, Heal and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

**HEAL**

**GET HEAL, INC.**

DocuSigned by:  
  
By: 93532C3DFEDC436...  
Name: Scott Vertrees  
Title: Chief Executive Officer

**ASSIGNEE:**

**HUMANA, INC.**

By: \_\_\_\_\_  
Name: Susan M. Diamond  
Title: Chief Financial Officer

**IN WITNESS WHEREOF**, Heal and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

**HEAL**

**GET HEAL, INC.**

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

Name: Scott Vertrees

Title: Chief Executive Officer

**ASSIGNEE:**

**HUMANA INC.**

By: 

Name: Susan M. Diamond

Title: Chief Financial Officer

**SCHEDULE A  
ASSIGNED PATENTS**

<b>App No.</b>	<b>Title</b>	<b>Filing Date</b>	<b>Status</b>	<b>Record Owner</b>
17/342,683	System and Method of Authenticating Devices for Secure Data Exchange	June 9, 2021	Pending US Patent Application- Non-Final Office Action issued with response deadline of April 3, 2023 (three-month extension available for a fee).	Get Heal, Inc.
17/363,932	System and Method of Contacting Devices and Creating a Communication Session	June 30, 2021	Issued US Patent- US 11,516,435 (Issued 11/29/22)	Get Heal, Inc.
17/554,837	System and Method for Processing Insurance Cards	December 17, 2021	Pending US Patent Application	Get Heal, Inc.
17/342,683	System and Method of Authenticating Devices for Secure Data Exchange	June 9, 2021	Pending US Patent Application	Get Heal, Inc.