

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM754274

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Health Management Systems, Inc.		04/01/2021	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	Cotiviti Services LLC		
Street Address:	10701 S River Front Pkwy, Unit 200		
City:	South Jordan		
State/Country:	UNITED STATES		
Postal Code:	84095		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5587826	ELLI	
Serial Number:	90118504	ENVIA	
CORRESPONDENCE DATA			
Fax Number:	2142000558		
<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:	2146515066		
Email:	jeff.becker@haynesboone.com		
Correspondent Name:	Jeffrey M. Becker c/o Haynes and Boone		
Address Line 1:	2323 Victory Avenue, Suite 700		
Address Line 4:	Dallas, TEXAS 75219		
ATTORNEY DOCKET NUMBER:	61634.2_08287		
NAME OF SUBMITTER:	Jeffrey M. Becker		
SIGNATURE:	/Jeffrey M. Becker/		
DATE SIGNED:	09/08/2022		
Total Attachments: 3			
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TRADEMARK ASSIGNMENT

Health Management Systems, Inc. to Cotiviti Services LLC

This Trademark Assignment (the “*Assignment*”) is entered into as of April 1, 2021 (the “*Effective Date*”), by and between Health Management Systems, Inc., a New York corporation (“*Seller*”), and Cotiviti Services LLC, a Delaware limited liability company (“*Buyer*”).

RECITALS

Pursuant to that certain Restructuring Agreement (the “*Restructuring Agreement*”) dated as of Effective Date, Seller has sold to Buyer all of Seller’s right, title and interest in and to the trademarks listed on attached *Exhibit A* (collectively, the “*Trademarks*”).

NOW THEREFORE, in consideration of the premises and the mutual agreements and covenants set forth in the Restructuring Agreement and hereinafter set forth and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Assignment.** Seller does hereby, without reservation, irrevocably:

sell, assign, transfer and convey to Buyer, and its successors and assigns, all of its right, title and interest (past, present, future, and throughout the world) in and to (i) the Trademarks, together with all corresponding goodwill and any trademark registrations and applications covering same and (ii) the right to sue for any past, present or future infringement or violation of the Trademarks transferred hereby.

2. **Further Assurances.** Seller shall perform such acts, at Buyer’s expense, as Buyer may reasonably request to vest title to the Trademarks in Buyer, including assisting with the transfer of all files related to the Trademarks in the possession of Seller’s legal counsel to the extent not already in the possession of Buyer or its Affiliates.

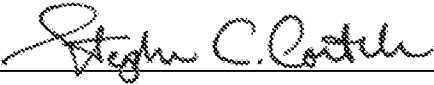
3. **Miscellaneous.**

- a. *Entire Agreement.* This Assignment, together with the Restructuring Agreement and the representations made therein, constitutes the entire agreement among the parties and supersedes any prior understandings, agreements, or representations by or among the parties, written or oral, to the extent they relate in any way to the subject matter hereof.
- b. *Succession and Assignment.* This Assignment shall be binding upon and inure to the benefit of the parties named herein and their respective successors and assigns.
- c. *Counterparts.* This Assignment may be executed in one or more counterparts (including by means of facsimile or electronic mail), each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

* * * *

IN WITNESS WHEREOF, the parties have executed this Trademark Assignment and caused the same to be duly delivered on their behalf as of the Effective Date.

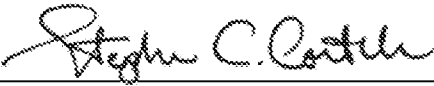
SELLER: HEALTH MANAGEMENT SYSTEMS, INC.

By: 

Name: Stephen C. Costalas

Title: Secretary

BUYER: COTIVITI SERVICES LLC

By: 

Name: Stephen C. Costalas

Title: Secretary

**EXHIBIT A
TO TRADEMARK ASSIGNMENT**

Trademarks

Mark	Country	Reg. No.	Reg. Date	Serial No.	Filing Date
ELLI	Australia	N/A	N/A	2093117	June 3, 2020
ELLI	US	5587826	Oct. 16, 2018	87643737	Oct. 12, 2017
ENVIA	US	N/A	N/A	90118504	Aug. 17, 2020