

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM777260

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Humana Inc.		12/01/2022	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Behavioral Health Newco, LLC		
<b>Street Address:</b>	47 High Street, #7		
<b>City:</b>	Medford		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02155-3113		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6639285	AUTHOR ASSIST	
<b>Registration Number:</b>	6639284	AUTHOR ASSIST	
<b>Serial Number:</b>	90196803	AUTHOR CAFE	
<b>Serial Number:</b>	90062348	AUTHOR CAFE	
<b>Serial Number:</b>	90148304	AUTHORTEXT	
<b>Serial Number:</b>	90148315	AUTHORCARE	
<b>Serial Number:</b>	88879127	AUTHOR HEALTH	
<b>Serial Number:</b>	88276596	AUTHOR	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3474382134		
<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>	212.826.5579		
<b>Email:</b>	pto@fkks.com		
<b>Correspondent Name:</b>	Catherine M.C. Farrelly		
<b>Address Line 1:</b>	28 Liberty Street		
<b>Address Line 4:</b>	New York, NEW YORK 10005		
<b>NAME OF SUBMITTER:</b>	Catherine M.C. Farrelly		
<b>SIGNATURE:</b>	/cmcf/		

OP \$215.00 6639285

<b>DATE SIGNED:</b>	12/29/2022
<b>Total Attachments: 3</b> source=Assignment#page1.tif source=Assignment#page2.tif source=Assignment#page3.tif	

## TRADEMARK ASSIGNMENT

This Trademark Assignment (the "Assignment") is made as of December 1, 2022, by Humana Inc., a Delaware corporation ("Assignor"), and Behavioral Health Newco, LLC, a Delaware limited liability company ("Assignee").

**WHEREAS**, Assignor is the sole and exclusive owner of all right, title and interest in and to the following trademark registrations, together with all related common law rights and all associated goodwill (the "Registrations"):

Registration No.	Mark
6,639,285	AUTHOR ASSIST (logo)
6,639,284	AUTHOR ASSIST (word mark)

**WHEREAS**, Assignor is the sole and exclusive owner of the following trademark applications, which were filed based on Assignor's *bona fide* intent to use the subject marks thereof in commerce for the applied-for goods and services, together with any and all related common law rights and any and all associated goodwill (the "Applications"):

Serial No.	Mark
90196803	AUTHOR CAFÉ (logo)
90062348	AUTHOR CAFÉ (word mark)
90148304	AUTHORTEXT
90148315	AUTHORCARE
88879127	AUTHOR HEALTH (word mark)
88452270	AUTHOR HEALTH (word mark)
88276596	AUTHOR (word mark)

**WHEREAS**, Assignor wishes to assign to Assignee, and Assignee wishes to acquire, all of Assignor's right, title and interest in and to the Registrations and Applications (collectively, the "Trademark Assets").

**WHEREAS**, Assignor and Assignee are parties to that certain Contribution Agreement dated as of the date hereof, under which Assignor has agreed, for good and valuable consideration set forth therein,

to assign the Trademark Assets to Assignee in connection with an assignment of the business relating to such Trademark Assets.

**THEREFORE**, for good and valuable consideration the receipt of which is hereby acknowledged, Assignor does here by sell, assign, transfer and set over to Assignee, Assignor's entire right, title and interest in and to the Trademark Assets, including the subject matter of all claims which may be obtained therefrom for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this Assignment had not been made; including all claims for damages by reason of past, present or future infringement or other unauthorized use, with the right to sue for, and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives.

*[SIGNATURE PAGE TO FOLLOW]*

IN WITNESS WHEREOF, Assignor has duly executed this Assignment on this first day of December, 2022.

Humana Inc. ("Assignor")



---

Ralph M. Wilson  
Vice President, Associate General Counsel

*Signature Page to Trademark Assignment*