

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Confirmatory Trademark Assignment	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SandPoint Design, Inc.		10/05/2007	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Shared Medical Resources, LLC		
Street Address:	190 Newport Center Drive, Suite 200		
City:	Newport Beach		
State/Country:	CALIFORNIA		
Postal Code:	92660-6906		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1479534	KESTREL	
CORRESPONDENCE DATA			
Fax Number:	(202)739-3001		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	202-739-5723		
Email:	chimmelfarb@morganlewis.com		
Correspondent Name:	Carolyn Himmelfarb		
Address Line 1:	1111 Pennsylvania Avenue, N.W.		
Address Line 2:	Attention: TMSU		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20004		
ATTORNEY DOCKET NUMBER:	057621.0002		
NAME OF SUBMITTER:	Carolyn Himmelfarb		
Signature:	/Carolyn Himmelfarb/		
Date:	11/05/2007		

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Total Attachments: 2

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CONFIRMATORY TRADEMARK ASSIGNMENT

This Confirmatory Trademark Assignment is made by SandPoint Design, Inc., a company organized and existing under the laws of Delaware and having its principal place of business at 5300 Soquel Ave., Suite 101, Santa Cruz, CA, 95062-7806 (hereinafter "Assignor"), in favor of Shared Medical Resources, LLC, a limited liability company organized and existing under the laws of Delaware and having its principal place of business at 190 Newport Center Drive, Suite 200, Newport Beach, CA 92660-6906 USA (hereinafter "Assignee").

WHEREAS, Assignor and Assignee are parties to an Agreement dated as of September 24, 2007, and subsequently executed a Strict Foreclosure Agreement and Bill of Sale dated as of October 2, 2007, wherein Assignor assigned to Assignee all of its right, title and interest in and to the Intellectual Property (as defined in the Asset Acquisition Agreement), including, but not limited to, the trademarks and service marks and the applications and registrations therefore set forth on the attached Schedule ("Marks"), and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby confirms having sold, assigned and transferred to Assignee all of Assignor's right, title, and interest in and to the Marks, both U.S. and foreign, and in and to the goodwill of the business connected with the use thereof and symbolized thereby, and in and to all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, and in and to all causes of action, either at law or in equity, and the right to sue, counterclaim, and recover for past, present, or future infringement of the rights assigned herein.

Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States to record Assignee as the assignee and owner of any and all of Assignor's rights in the Marks and to issue to Assignee any and all trademark registrations and service mark registrations resulting from said trademark applications and service mark applications, or any renewals of said registrations.

Signed this 5th day of October, 2007

SandPoint Design, Inc.,

By: 

Name: KEVIN M. KENNEY

Title: PRESIDENT

SCHEDULE

Mark	Reg. No.
KESTREL	1479534