

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	06/29/2006

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
HealthCare Vision, Inc.		09/08/2009	CORPORATION: TEXAS

RECEIVING PARTY DATA

Name:	FDS, Inc.
Street Address:	2601 Scott Avenue
Internal Address:	Suite 600
City:	Forth Worth
State/Country:	TEXAS
Postal Code:	76103
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	2224727	HEALTHCARE VISION
Registration Number:	2667106	TELECARE
Registration Number:	2757183	RENDEZVOUS IMAGE SERVER
Registration Number:	2792355	RENDEZVIEWER
Registration Number:	3054719	TOTAL LIPID CARE

CORRESPONDENCE DATA

Fax Number: (713)222-3221
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 713-221-1383
 Email: ryan.gum@bgllp.com
 Correspondent Name: Ryan D. Gum
 Address Line 1: 711 Louisiana St.
 Address Line 2: Suite 2300

OP \$140.00 2224727

Address Line 4: Houston, TEXAS 77002

ATTORNEY DOCKET NUMBER:	1842JB.044662
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NAME OF SUBMITTER:	Ryan D. Gum
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Signature:	/rdg/
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Date:	09/08/2009
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TRADEMARK ASSIGNMENT AGREEMENT

WHEREAS, HealthCare Vision, Inc., a corporation organized and existing under and by virtue of the laws of Texas, having offices at 2601 Scott Avenue, Suite 600, Fort Worth, Texas 76103 hereinafter "**Assignor**", owns and has used in business the following trademarks HEALTHCARE VISION, TELECARE, RENDEZVOUS IMAGE SERVER, RENDEZVIEWER, and TOTAL LIPID CARE, together with the goodwill of the business symbolized thereby and associated therewith, as well as U.S. Trademark Registration No. 2,224,727, U.S. Trademark Registration No. 2,667,106, U.S. Trademark Registration No. 2,757,183, U.S. Trademark Registration No. 2,792,355, and U.S. Trademark Registration No. 3,054,719 (the foregoing collectively referred to as "**the Marks**"); and

WHEREAS, FDS, Inc., a corporation organized and existing under and by virtue of the laws of Delaware, having offices at 2601 Scott Avenue, Suite 600, Fort Worth, Texas 76103, hereinafter "**Assignee**", is desirous of acquiring all of the right, title, and interest of Assignor in and to the Marks, and in and to any renewals and extensions that may be granted thereon, together with the goodwill of the business connected therewith.

THEREFORE, BE IT KNOWN that for the good and valuable consideration, and the mutual premises and promises set forth herein, the receipt, adequacy, and legal sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignor represents that it is the sole owner of the Marks and that to the Assignor's knowledge the Marks are in good standing.

2. Assignor does hereby assign, transfer and convey to Assignee, and Assignee hereby accepts, all of its right, title and interest in and to the Marks, inclusive of the goodwill of the business symbolized by the Marks, including, but not limited to, the right to use the Marks in Assignee's trade names and corporate names, and the right to sue for and be entitled to any past and present damages for infringement of the Marks, effective as of June 29, 2006 (the "**Effective Date**").

3. Assignee hereby accepts the assignment of the Marks, inclusive of the goodwill of the business symbolized by the Marks, including, but not limited to, the right to use the Marks in Assignee's trade names and corporate names, and the right to sue for and be entitled to any damages for infringement of the Marks.

4. Assignor agrees to take whatever further action is deemed necessary or appropriate by Assignee to properly and fully effect and perfect the transfer to Assignee of the Marks, and further, to aid and assist regarding documents or information in Assignee's possession as may be requested by Assignee in proceedings regarding the Marks, throughout the world, but at Assignee's expense and for which Assignee hereby agrees to pay such expenses.

[Signature Page to Follow]

HealthCare Vision, Inc.

By: William Rex Sherr

Title: CEO

Date: 9-8-2009

Witnessed By: W. Keith McManis

Date: 9-8-09

Witnessed By: Ben Sherr

Date: 9/8/09

STATE OF Texas

COUNTY OF Tarrant

BEFORE ME, the undersigned authority, on this day personally appeared William Rex Sherr, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me under oath that such person executed the same as the act and deed of HealthCare Vision, Inc., as CEO of HealthCare Vision, Inc., and for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND and seal of office, this 8 day of September 2009.

Linda Simmons Hill
Notary Public in and for
the State of Texas



FDS, Inc.

By: Edward

Title: Exec VP

Date: 9-8-09

Witnessed By: W. Keith McManis

Date: 9-8-09

Witnessed By: Ben Sherr

Date: 9/8/2009

STATE OF Texas

COUNTY OF Tarrant

BEFORE ME, the undersigned authority, on this day personally appeared Edward, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me under oath that such person executed the same as the act and deed of FDS, Inc., as Exec VP of FDS, Inc., and for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND and seal of office, this 8 day of September 2009.

Linda Simmons Hill
Notary Public in and for
the State of Texas



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