

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS 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>
AccessMed, Inc.		11/11/2009	CORPORATION: KANSAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	AccessMED, LLC		
<b>Street Address:</b>	10101 Woodloch Forest		
<b>City:</b>	The Woodlands		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	77380		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: KANSAS		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2723675	ACCESSMED	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(646)728-2841		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	617.951.7000		
Email:	trademarks@ropesgray.com		
Correspondent Name:	Shreevani R. Suvama		
Address Line 1:	Ropes & Gray LLP		
Address Line 2:	One International Place		
Address Line 4:	Boston, MASSACHUSETTS 02110-2624		
ATTORNEY DOCKET NUMBER:	8286-613-005		
NAME OF SUBMITTER:	Shreevani R. Suvama		
Signature:	/Shreevani R. Suvama/		
Date:	11/12/2009		

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Total Attachments: 4

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## **BILL OF SALE AND ASSIGNMENT AGREEMENT**

THIS BILL OF SALE AND ASSIGNMENT AGREEMENT (this "Agreement"), is hereby made and entered into as of the 11th day of November, 2009 by and between **ACCESSMED, INC.**, a Kansas corporation (the "Corporation"), as grantor and assignor, and **ACCESSMED, LLC**, a Kansas limited liability company (the "LLC"), as grantee and assignee.

### **RECITALS:**

WHEREAS, the Corporation filed a form of dissolution with the Secretary of State of Kansas on December 31, 2007;

WHEREAS, pursuant to K.S.A. § 17-6807, a dissolved corporation shall be continued for three years after the date of dissolution to, among other things, dispose of and convey its property;

WHEREAS, the Corporation desires to grant, convey, sell, assign, transfer and deliver to the LLC, and the LLC wishes to accept, certain assets more particularly described herein, on the terms and subject to the conditions set forth in this Agreement; and

WHEREAS, the Corporation covenants with the LLC and its successors and assigns that the Corporation has the power to transfer such assets in the manner aforesaid;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

**Section 1. Grant, Conveyance, Sale, Assignment, Transfer and Delivery of Assets.** In exchange for the aforesaid consideration, the Corporation hereby grants, conveys, sells, assigns, transfers and delivers to the LLC free and clear of all liens and encumbrances, all right, title, estate and interest in, to and under all of the Corporation's assets, including but not limited to the assets listed in Exhibit A. The transfer of assets pursuant to this Agreement will not require the consent or approval of any governmental authority or other third party.

**Section 2. Representations and Warranties.** THE CORPORATION MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY EXCEPT THAT TITLE WILL BE FREE AND CLEAR OF LIENS AND ENCUMBRANCES. THE ASSETS ARE SOLD "AS IS" AND "WHERE IS" AND THE CORPORATION MAKES NO WARRANTIES AS TO, AND SPECIFICALLY DISCLAIMS ANY WARRANTIES OF, TITLE (OTHER THAN AS DESCRIBED IN THE IMMEDIATELY PRECEDING SENTENCE), POSSESSION, QUIET ENJOYMENT, MERCHANTABILITY OR FITNESS FOR ANY PURPOSE WHATSOEVER.

**Section 3. Binding Agreement.** This Agreement shall be binding upon and inure to the benefit of the parties, and the LLC's successors and permitted assigns.

**Section 4. Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Kansas, without regard to its choice or conflict of laws provisions.

**Section 5. Execution and Counterparts.** To facilitate execution, the parties hereto agree that this Agreement may be executed and telecopied or emailed to the other party and that the executed telecopy or emailed copy shall be binding and enforceable as an original. This Agreement may be executed in as many counterparts as may be required and it shall not be necessary that the signature of, or on behalf of, each party, or that the signatures of all persons required to bind any party, appear on each counterpart; it shall be sufficient that the signature of, or on behalf of, each party, or that the signatures of the persons required to bind any party, appear on one or more of such counterparts.

**Section 6. Severability.** If any provision of this Agreement shall be held to be invalid, void or unenforceable, the remaining provisions hereof shall in no way be affected or impaired and such remaining provisions shall remain in full force and effect.

*[Remainder of page intentionally blank]*

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the day and year first above written.

**ACCESSMED, INC.**

By: PHW  
Name: Phillip H. Watts  
Title: Vice President

**ACCESSMED, LLC**

By: MA  
Name: Michael A. Sicuro  
Title: Vice President

**EXHIBIT A**

The service mark listed below, all goodwill associated therewith or symbolized thereby and all other assets, rights and interests that uniquely reflect or embody such service mark and goodwill.

<u>Mark</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
ACCESSMED (Service Mark – international classes 35 and 36)	June 10, 2003	2723675