

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	05/21/2010

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MedFusion, Inc.		05/21/2010	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	MedFusion, Inc.
Street Address:	2700 Coast Avenue
City:	Mountain View
State/Country:	CALIFORNIA
Postal Code:	94043
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	3230930	IHEALTH RECORD IN PARTNERSHIP WITH AMERICA'S PHYSICIANS
Registration Number:	3299048	I INTERACTIVEHEALTHRECORD
Registration Number:	3410547	END "CLIPBOARD CARE"
Registration Number:	2536151	POWERING THE FUTURE OF MEDICINE
Registration Number:	2509799	MEDFUSION
Serial Number:	77572653	YOURMD.COM

CORRESPONDENCE DATA

Fax Number: (650)938-5200
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 650-988-8500
 Email: trademarks@fenwick.com
 Correspondent Name: Linda G. Henry, Esq.
 Address Line 1: 801 California Street

CH \$165.00 3230930

900169176

**TRADEMARK
 REEL: 004259 FRAME: 0269**

Address Line 2: Silicon Valley Center
Address Line 4: Mountain View, CALIFORNIA 94041

ATTORNEY DOCKET NUMBER:	20797-00072-1354
NAME OF SUBMITTER:	Linda G. Henry, Esq.
Signature:	/lgh/
Date:	08/11/2010

Total Attachments: 5
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Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:


"MONSTER MERGER SUB, INC.", A DELAWARE CORPORATION,
WITH AND INTO "MEDFUSION, INC." UNDER THE NAME OF
"MEDFUSION, INC.", A CORPORATION ORGANIZED AND EXISTING UNDER
THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS
OFFICE THE TWENTY-FIRST DAY OF MAY, A.D. 2010, AT 3:40 O'CLOCK
P.M.

3305863 8100M

100817553



You may verify this certificate online
at corp.delaware.gov/authver.shtml


Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 8164491

DATE: 08-10-10

TRADEMARK
REEL: 004259 FRAME: 0271

**CERTIFICATE OF MERGER
FOR THE MERGER OF MONSTER MERGER SUB, INC.
WITH AND INTO
MEDFUSION, INC.**

Pursuant to Section 251(c) of the
General Corporation Law of the State of Delaware

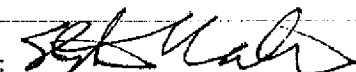
MedFusion, Inc., a Delaware corporation (the "Company"), does hereby certify to the following facts relating to the merger (the "Merger") of Monster Merger Sub, Inc., a Delaware corporation ("Merger Sub"), with and into the Company, with the Company continuing as the surviving corporation of the Merger:

- FIRST: MedFusion, Inc. and Monster Merger Sub, Inc. are the constituent corporations in the Merger, and each is a corporation incorporated pursuant to the laws of the State of Delaware.
- SECOND: An Agreement and Plan of Merger (the "Merger Agreement"), has been approved, adopted, executed and acknowledged by each of the Company and Merger Sub in accordance with the provisions of Section 251 of the General Corporation Law of the State of Delaware and, with respect to the Company, by the written consent of the Company's stockholders in accordance with Section 228 of the General Corporation Law of the State of Delaware, and with respect to Merger Sub, by the written consent of the sole stockholder in accordance with Section 228 of the General Corporation Law of the State of Delaware.
- THIRD: The surviving corporation of the Merger shall be the Company (the "Surviving Corporation"). The name of the Surviving Corporation shall be MedFusion, Inc.
- FOURTH: Upon the effectiveness of the Merger, the Certificate of Incorporation of the Company in effect immediately prior to the Merger shall be amended and restated to read in its entirety as set forth in Attachment A attached hereto, and, as so amended, shall be the Amended and Restated Certificate of Incorporation of the Surviving Corporation.
- FIFTH: The executed Merger Agreement is on file at the office of the Surviving Corporation at 2700 Coast Avenue, Mountain View, California 94043.
- SIXTH: A copy of the executed Merger Agreement will be furnished by the Surviving Corporation, on request and without cost, to any stockholder of any constituent corporation of the Merger.
- SEVENTH: The Merger shall be effective upon filing of this Certificate of Merger.

IN WITNESS WHEREOF, MedFusion, Inc. has caused this Certificate of Merger to be executed
by its duly authorized officer as of May 21st, 2010.

MEDFUSION, INC.

By:



Stephen Malik

President and Chief Executive Officer

AMENDED AND RESTATED CERTIFICATE OF INCORPORATION

OF

MEDFUSION, INC.

FIRST

The name of the corporation (the "Corporation") is MedFusion, Inc.

SECOND

The address of the Corporation's registered office in the State of Delaware is 2711 Centerville Road, Suite 400 in the City of Wilmington, County of New Castle, 19808. The name of its registered agent at such address is Corporation Service Company.

THIRD

The purpose of the Corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of the State of Delaware, as the same exists or may hereafter be amended ("DGCL") or any successor statute.

FOURTH

The total number of shares of all classes of stock that the Corporation shall have authority to issue is One Hundred (100) shares, all of which are Common Stock with a par value of \$0.0001.

FIFTH

In furtherance and not in limitation of the powers conferred by statute, the Board of Directors is expressly authorized to adopt, alter, amend or repeal the bylaws of the Corporation.

SIXTH

Election of directors need not be by written ballot unless the bylaws of the Corporation shall so provide.

SEVENTH

A director of this Corporation shall not be liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except to the extent that exculpation from liability is not permitted under the DGCL as in effect at the time such liability is determined. No amendment or repeal of this Article SEVENTH shall apply to or have any effect on the liability or alleged liability of any director of the Corporation for or with respect to any acts or omissions of such director occurring prior to such amendment or repeal.

EIGHTH

(A) The Corporation shall indemnify its directors and officers to the fullest extent authorized or permitted by the DGCL, and such right to indemnification shall continue as to a person who has ceased

to be director or officer of the Corporation and shall inure to the benefit of his or her heirs, executors and administrators; provided, however, that, except for proceedings to enforce rights to indemnification, the Corporation shall not be obligated to indemnify any director or officer (or his or her heirs, executors or administrators) in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized by the Board of Directors of the Corporation. The right to indemnification conferred in this paragraph shall be a contract right and shall include the right to be paid by the Corporation the expenses incurred in defending or otherwise participating in any proceeding in advance of its final disposition.

(B) The Corporation shall have the express authority to enter into such agreements as the Board of Directors deems appropriate for the indemnification of directors and officers of the Corporation. Such agreements may contain provisions relating to, among other things, the advancement of expenses, a person's right to bring suit against the Corporation to enforce his or her right to indemnification, the establishment of a trust to assure the availability of funds to satisfy the Corporation's indemnification obligations to such person and other matters as the Board of Directors deems appropriate or advisable.

(C) The rights to indemnification and to the advancement of expenses conferred in this Article EIGHTH shall not be exclusive of any other right which any person may have or hereafter acquire under this Certificate of Incorporation, the bylaws of the Corporation, any statute, agreement, vote of stockholders or disinterested directors or otherwise.

(D) The Corporation may maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the Corporation or another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise against any expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under the DGCL.

(E) Any repeal or modification of the foregoing provisions of this Article EIGHTH shall not adversely affect any right or protection of a director or officer of the Corporation, or other person indemnified by the Corporation, with respect to any acts or omissions of such director, officer or other person existing at the time of such repeal or modification.

NINTH

Subject to such limitations as may be from time to time imposed by other provisions of this Certificate of Incorporation, by the bylaws of the Corporation, by the DGCL or other applicable law, or by any contract or agreement to which the Corporation is or may become a party, the Corporation reserves the right to amend or repeal any provision contained in this Certificate of Incorporation, in the manner now or hereafter prescribed by statute, and all rights conferred upon stockholders herein are granted subject to this express reservation.