

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
KIKA Medical International Company		12/31/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Merge eClinical, Inc.		
Street Address:	4000 Aerial Center Parkway		
City:	Morrisville		
State/Country:	NORTH CAROLINA		
Postal Code:	27560		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3674671	CLINICAL ASSET MANAGEMENT	
Registration Number:	3908321	OPTIMIZING CLINICAL ASSET MANAGEMENT	
Registration Number:	3908322	OPTIMIZING CLINICAL ASSET MANAGEMENT	
Serial Number:	77330579	VERACITY	
Serial Number:	77330588	VERACITY	
CORRESPONDENCE DATA			
Fax Number:	(414)277-0656		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	414-225-2789		
Email:	lmkonkel@michaelbest.com		
Correspondent Name:	Laura M. Konkel		
Address Line 1:	100 East Wisconsin Avenue		
Address Line 2:	Suite 3300		
Address Line 4:	Milwaukee, WISCONSIN 53202		

CH \$140.00 3674671

ATTORNEY DOCKET NUMBER:	026436-5001
NAME OF SUBMITTER:	Laura M. Konkel
Signature:	/Laura M. Konkel/
Date:	01/21/2011
Total Attachments: 4 source=Merge Assignment#page1.tif source=Merge Assignment#page2.tif source=Merge Assignment#page3.tif source=Merge Assignment#page4.tif	

GENERAL ASSIGNMENT OF INTELLECTUAL PROPERTY

WHEREAS, pursuant to that certain Asset Purchase Agreement made as of the date hereof (the "Purchase Agreement") by and among **KIKA Medical International Company**, a corporation governed by the laws of Delaware, **KIKA Medical Inc.**, a corporation governed by the laws of Delaware and a wholly owned subsidiary of KIKA Medical International Company, and **KIKA S.A.S.**, a corporation governed by the laws of France and a wholly owned subsidiary of KIKA Medical International Company (hereinafter referred to individually as the "Assignor" and collectively as the "Assignors") and Merge eClinical, Inc. (the "Assignee"), the Assignors have agreed to sell, transfer and assign to the Assignee the Purchased Assets, including all Intellectual Property (as such terms are defined in the Purchase Agreement), and

WHEREAS, the Intellectual Property includes, without limitation, the patents, trademarks (all of which have been duly registered with the United State Patent and Trademark Office) and domain names listed on **Schedule A** hereto,

NOW, THEREFORE, for good and valuable consideration set forth in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, it is agreed as follows:

1. Assignment. Each of the Assignors hereby transfers, conveys and assigns to the Assignee all of its right, title and interest in and to the Intellectual Property, including the right to secure such rights under the laws of any other country, throughout the world that are associated with the Intellectual Property (if any), and the right to sue and to bring any action or proceeding with respect to the Intellectual Property.
2. Further Assurances. Each of the Assignors covenants and agrees that it will from time to time and at all times hereafter, upon request of the Assignee, its successors or assigns, perform all reasonable, lawful acts and things and make, execute and deliver any and all other instruments in writing, further applications, papers, affidavits, assignment and other documents which are reasonably necessary to secure and vest in the Assignee, its successor and assigns, the Assignor's entire right, title and interest in and to the Intellectual Property as aforesaid and /or all of the rights, titles, benefits, privilege and advantages hereby sold, assigned, transferred and conveyed. All legal or other professional fees which may be reasonably incurred after the execution of the Purchase Agreement which shall be associated with the Further Assurances provided herein this Section shall be borne by Assignee.
3. Post-Closing. Assignee covenants and agrees to immediately cease all use of the Intellectual Property and any confusingly similar variations or derivations thereof, whether as a corporate name, trade name, brand name, trademark, domain name, email address, or in any way as a source identifier of Assignor's business or in any and all others manners except where legally required to identify the Assignor.
4. General. This General Assignment of Intellectual Property shall be subject to the terms and conditions of the Purchase Agreement, and the Purchase Agreement shall prevail to the extent of any conflicts between this Agreement and the Purchase Agreement. This General

Assignment of Intellectual Property is to be governed by and construed in all respects in accordance with the laws of the State of Delaware.

[Signature lines are on the following page.]

IN WITNESS WHEREOF, each of the Assignors has caused this General Assignment of Intellectual Property be executed by its duly authorized officer on the 31st day of December, 2010.

KIKA MEDICAL INTERNATIONAL COMPANY

By: Linda Benzje
Its: CEO

KIKA MEDICAL INC.

By: Linda Benzje
Its: CEO

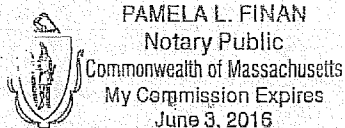
KIKA S.A.S.

By: Leontine Melli
Its: President

Signed before me, Pamela L. Finan a Notary Public, this 31st day of December, 2010 in the County of Suffolk in the State of Massachusetts

Signature: Pamela L. Finan

Official Seal:



SCHEDULE A (From APA Disclosure Schedule)

Patents

GRANTED:

- U.S. Patent No. 6,496,827, issued by the USPTO on December 17, 2002.

PENDING:

<u>STATUS</u>	<u>ATTORNE Y</u>	<u>FILING DATE</u>	<u>SERIAL NUMBE R</u>	<u>ISSUE DATE</u>	<u>PATENT NUMBER</u>
Pending	Fish & Richardson	01/27/06	160485	N/A	Application # 20090248744
Pending	Fish & Richardson	07/17/06	160479	N/A	Application # 20090248604

TRADEMARKS

<u>MARK</u>	<u>COUNTRY</u>	<u>FILE #</u>
Clinical Asset Management	United States	Registration No. 3,674,671
Optimizing Clinical Asset Management	United States	Application No. 77/274,188 Application No. 77/274,195
Veracity	United States	Application No. 77/330,579 Application No. 77/330,588

DOMAINS

<http://www.kikamedical.com/>
<http://www.kika-cs.com/>