

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
CMS Healthcare Acquisition, LLC doing business as Health Integrated		01/26/2011	LIMITED LIABILITY COMPANY: FLORIDA
RECEIVING PARTY DATA			
Name:	Health Integrated, Inc.		
Street Address:	10008 N. Dale Mabry Highway, Suite 214		
City:	Tampa		
State/Country:	FLORIDA		
Postal Code:	33618		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3048484	HEALTH INTEGRATED	
CORRESPONDENCE DATA			
Fax Number:	(813)227-0431		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	(813) 227-7431		
Email:	hschwarz@trenam.com		
Correspondent Name:	Heather R. Schwarz		
Address Line 1:	101 E. Kennedy Boulevard, Suite 2700		
Address Line 4:	Tampa, FLORIDA 33602		
ATTORNEY DOCKET NUMBER:	06-3859:HEALTH INTEGRATED		
NAME OF SUBMITTER:	Heather R. Schwarz		
Signature:	/Heather R. Schwarz/		

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TRADEMARK
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Date:

01/26/2011

Total Attachments: 3

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BILL OF SALE

THIS BILL OF SALE is made the 26th day of January, 2011, but effective for all purposes as of March 20, 2003 (the "Effective Date"), by CMS Healthcare Acquisition, LLC, a Florida limited liability company doing business as Health Integrated ("Seller") in favor of Health Integrated, Inc., a Delaware corporation (hereinafter "Company").

WITNESSETH:

WHEREAS, Seller and Company entered into an Agreement for Capital Contribution to, and Assumption of Debt by, Health Integrated, Inc. (the "Agreement") on March 20, 2003, wherein Seller transferred, among other things, all service marks and trademarks owned by Seller including but not limited to the Mark (as defined below);

WHEREAS, Seller wishes to transfer the registered mark at the United States Patent and Trademark Office that is identified on Schedule A to this Bill of Sale (the "Mark") together with the business and the goodwill of Seller associated with the Mark to Company as of the Effective Date;

WHEREAS, due to a scrivener's error, Health Integrated was incorrectly listed as a Florida corporation and the owner of the Mark with the United States Patent and Trademark Office instead of CMS Healthcare Acquisition, LLC, a Florida limited liability company, which was the correct name of the owner of the Mark; and

WHEREAS, Seller and Company wish for the ownership of the Mark to be accurately reflected with the United States Patent and Trademark Office.

NOW, THEREFORE, for and in consideration of Ten Dollars (\$10.00), the consideration set forth in the Agreement, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Seller does hereby agree as follows:

1. As of the Effective Date, Seller unconditionally and irrevocably sells, conveys, grants, assigns, transfers and delivers to Company all of Seller's legal, beneficial and other right, title and interest in and to the Mark, free and clear of any encumbrances.

2. For such good and valuable consideration, Seller hereby further sells, assigns and transfers to Company as of the Effective Date, all rights and interest in, to and arising from infringement of the Mark or application referred to in the attached Schedule A, including, without limitation, all claims for damages and profits for any infringements which occurred prior to the Effective Date, including the rights to sue for any infringements in its own name and stead and for its own benefit.

3. Seller, for itself and its successors and assigns, hereby covenants and agrees that, without further consideration, at any time and from time to time after the date hereof, Seller will

execute and deliver to Company such further instruments of sale, conveyance, assignment and transfer, and take such other action, all upon the reasonable request of Company, in order more effectively to sell, convey, grant, assign, transfer and deliver all or any portion of the Mark to Company.

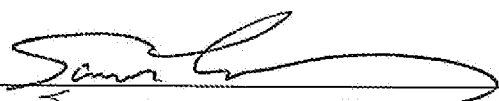
4. This Bill of Sale shall be governed and construed in accordance with the laws of the State of Florida (without regard to conflict of law principles).

5. This Bill of Sale will be binding upon the Seller and its successors and assigns. Delivery of executed signature pages by facsimile transmission will constitute effective and binding execution and delivery of this Bill of Sale.

IN WITNESS WHEREOF, the parties have caused this Bill of Sale to be executed as of the day and year first written above.

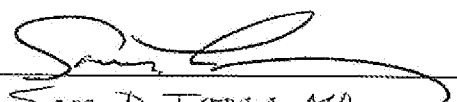
SELLER:

**CMS HEALTHCARE ACQUISITION, LLC,
DOING BUSINESS AS HEALTH INTEGRATED**

By: 
Name: Sam D. Toney M.D.
Title: President

COMPANY:

HEALTH INTEGRATED, INC.

By: 
Name: Sam D. Toney M.D.
Title: Vice Chairman

SCHEDULE A

TRADEMARK	REGISTRATION NUMBER
HEALTH INTEGRATED	3,048,484