

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		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>
EMERGE MEDICAL SOLUTIONS, LLC		03/15/2011	LIMITED LIABILITY COMPANY: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	EMERGE CLINICAL SOLUTIONS, LLC		
<b>Street Address:</b>	3131 McKinney Avenue, Suite 455		
<b>City:</b>	Dallas		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75204		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: UNITED STATES		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3883624	EMERGE SURECARE	
<b>Registration Number:</b>	3731716	EMERGE MEDICAL SOLUTIONS	
<b>Serial Number:</b>	77864017	EMERGE MEDICAL SOLUTIONS	
<b>Serial Number:</b>	77864006	EMERGE MEDICAL SOLUTIONS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(210)354-4034		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	2102448876		
<b>Email:</b>	drogers@trpsalaw.com		
<b>Correspondent Name:</b>	Daniel A. Rogers		
<b>Address Line 1:</b>	755 East Mulberry Ave, Suite 200		
<b>Address Line 4:</b>	San Antonio, TEXAS 78212		
<b>ATTORNEY DOCKET NUMBER:</b>	81528.00004		
<b>NAME OF SUBMITTER:</b>	Daniel A. Rogers		

OP \$115.00 3883624

Signature:	/Daniel A. Rogers/
Date:	04/05/2011
<p><b>Total Attachments: 13</b></p> <p>source=Executed Emerge Bill of Sale#page1.tif source=Executed Emerge Bill of Sale#page2.tif source=Executed Emerge Bill of Sale#page3.tif source=Extracts from Contribution Agreement#page1.tif source=Extracts from Contribution Agreement#page2.tif source=Extracts from Contribution Agreement#page3.tif source=Extracts from Contribution Agreement#page4.tif source=Extracts from Contribution Agreement#page5.tif source=Extracts from Contribution Agreement#page6.tif source=Extracts from Contribution Agreement#page7.tif source=Extracts from Contribution Agreement#page8.tif source=Extracts from Contribution Agreement#page9.tif source=Extracts from Contribution Agreement#page10.tif</p>	

## BILL OF SALE

March 15, 2011

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and adequacy of which are hereby acknowledged, Emerge Medical Solutions, LLC, a Kansas limited liability company ("Emerge"), and Dr. William Daniel, an individual residing in Kansas ("Dr. Daniel"), do hereby contribute, grant, transfer, sell, assign, convey and deliver to Emerge Clinical Solutions, LLC, a Texas limited liability company ("Holdco"), and its successors and assigns, all of Emerge's and Dr. Daniel's rights, title and interest, legal and equitable, in and to the Assets, as such term is defined in the Contribution Agreement (the "Agreement"), dated March 15, 2011, by and among, Emerge, Holdco, Emerge Equity Holdings, LLC, a Texas limited liability company, Dr. Daniel, Mr. Jerry Calovich, an individual residing in Kansas, Mr. Kelly Gentry, an individual residing in Missouri, and Double Down, LLC. Emerge and Dr. Daniel shall, if requested by Holdco, make, execute and deliver such other additional assignments, bills of sale, deeds and other instruments, as may be reasonably necessary or proper to carry out the transfer to Holdco of all of Emerge's and Dr. Daniel's right, title and interest in and to the Assets.

This Bill of Sale is being executed and delivered by Emerge and Dr. Daniel pursuant to Section 3.2(a)(i) of the Agreement and is not intended to in any way supersede, amend, expand, waive or otherwise modify or affect the rights and obligations of Emerge or Dr. Daniel or Holdco under the Agreement.

***[Remainder of Page Intentionally Left Blank; Signature Page Follows]***

IN WITNESS WHEREOF, Emerge has caused this Bill of Sale to be duly executed on its behalf, by its representative thereunto duly authorized and Dr. Daniel has executed this Bill of Sale, as of the date first written above.

**Emerge Medical Solutions, LLC**

By:   
Name: Kelly Gentry  
Title: Managing Member

**Dr. William Daniel**

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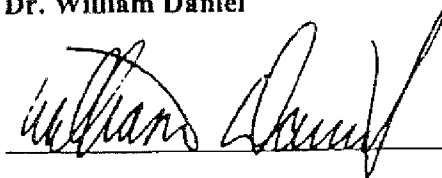
*Signature Page to Bill of Sale*

IN WITNESS WHEREOF, Emerge has caused this Bill of Sale to be duly executed on its behalf, by its representative thereunto duly authorized and Dr. Daniel has executed this Bill of Sale, as of the date first written above.

**Emerge Medical Solutions, LLC**

By: \_\_\_\_\_  
Name: Kelly Gentry  
Title: Managing Member

**Dr. William Daniel**

  
\_\_\_\_\_

*Signature Page to Bill of Sale*

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**CONTRIBUTION AGREEMENT**

**by and among**

**EMERGE CLINICAL SOLUTIONS, LLC,**

**EMERGE EQUITY HOLDINGS, LTD.,**

**EMERGE MEDICAL SOLUTIONS, LLC,**

**DR. WILL DANIEL,**

**JERRY CALOVICH,**

**KELLY GENTRY,**

**and**

**DOUBLE DOWN, LLC**

**Dated March 15, 2011**

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practice, charge or complaint.

“Affiliate” means, as to any Person, any other Person that, directly or indirectly, is in control of, controlled by, or under common control with, such Person, and as to the Significant Investors and Emerge Representatives includes any Family Member of the Significant Investors or Emerge Representatives, as applicable, and any trust whose principal beneficiary or beneficiaries are one or more of the Significant Investors or Emerge Representatives, as applicable, and/or one or more Family Members of the Significant Investors or Emerge Representatives, as applicable. The term “control” (including, with correlative meanings, the terms “controlled by” and “under common control with”), as applied to any Person, means the possession of the power to vote, or direct the voting of, sufficient securities to elect the manager or a majority of the board of directors or equivalent governing body of such Person.

“Agreement” has the meaning set forth in the preamble hereto.

“Ancillary Agreements” means the Holdco LLC Agreement, the Loan Agreement and the Management Services Agreement.

“Assets” has the meaning set forth in Section 2.1.

“Assigned Contracts” has the meaning set forth in Section 2.1(f).

“Assignment and Assumption of Contract” has the meaning set forth in Section 3.2(a)(iii).

“Assumed Liabilities” has the meaning set forth in Section 2.4.

“Books and Records” means all books of account, ledgers, lists, files, reports, plans, engineering records, drawings, blueprints, schematics, and operating records of any kind of Emerge and its Affiliates pertaining to the Assets or the Business, including without limitation customer lists and all other information and files relating to customers and potential customers of the Business.

“Business” means the business of owning and operating the Assets and marketing, selling and providing medical clinical decision support systems.

“Business Day” shall mean any day other than a Saturday, Sunday or any other day on which commercial banks in New York City, New York are authorized or required to close.

“Claim Notice” has the meaning set forth in Section 8.4(a).

“Closing” has the meaning set forth in Section 3.1.

“Closing Date” has the meaning set forth in Section 3.1.

“Closing Date Employees” has the meaning set forth in Section 6.7.

“Code” means the Internal Revenue Code of 1986, as amended.

“Common Unit” has the meaning set forth in the Holdco LLC Agreement.

“Contract” means any agreement, contract, note, loan, evidence of indebtedness, purchase order, letter of credit, indenture, security or pledge agreement, franchise agreement, covenant not to compete, employment agreement, license, instrument, obligation or commitment.

“Court Order” means any judgment, decision, consent decree, injunction, ruling or order of any Governmental Authority that is binding on any Person or its property under applicable

December 31, 2010, 2009, 2008, 2007 and 2006, and the unaudited statements of operations and member's equity for the years ended December 31, 2010, 2009, 2008, 2007 and 2006 of Emerge.

“Finferco” has the meaning set forth in the preamble hereto.

“Finferco Indemnified Party” has the meaning set forth in Section 8.2.

“GAAP” means generally accepted accounting principles in the United States of America.

“Governmental Authority” means a federal, state, local or municipal court, legislature, governmental agency, commission or regulatory (including any state public utilities commission) or administrative authority, including any court-appointed receiver or Person acting in a similar function, or other instrumentality.

“Hazardous Materials” means any pollutant, contaminant, chemical, waste and any toxic, infectious, carcinogenic, reactive, corrosive, ignitable or flammable chemical or chemical compound or hazardous substance, material or waste, whether solid, liquid or gas, including, without limitation, any quantity of asbestos in any form, urea formaldehyde, PCB's, radon gas, crude oil or any fraction thereof, all forms of natural gas, petroleum products or by-products or derivatives, radioactive substance or material, pesticide, waste waters, sludges, slag and any other substance, material or waste that is subject to regulation, control or remediation under any Environmental Laws.

“Holdco” has the meaning set forth in the preamble hereto.

“Holdco Indemnified Party” has the meaning set forth in Section 8.2.

“Holdco LLC Agreement” means that certain Amended and Restated Limited Liability Company Agreement of Holdco, dated as of the Closing Date, by and among Emerge, Finferco, and Holdco, in the form attached hereto as Exhibit A.

“Indemnified Party” has the meaning set forth in Section 8.4(a).

“Indemnifying Party” has the meaning set forth in Section 8.4(a).

“Intangible Assets” means the processes, policies, procedures, formulas, programs, data, information, ideas, goodwill, knowledge, know-how, designs, developments, technical improvements, inventions, systems, services and programs and other technology employed by a Person.

“Intellectual Property” means all tangible and intangible: (a) inventions (whether patentable or unpatentable and whether or not reduced to practice), all improvements thereto, and all patents, patent applications, and patent disclosures, together with all reissuances, continuations, continuations-in-part, divisions, revisions, extensions, reexaminations, and foreign counterparts thereof; (b) trademarks, service marks, trade dress, logos, trade names, and corporate names of Emerge, together with all translations, adaptations, derivations, and combinations thereof and including all goodwill associated therewith, and all applications, registrations, and renewals in connection therewith; (c) copyrightable works (including derivative works based thereon), copyrights (registered and non-registered), and applications, registrations, and renewals in connection therewith; (d) mask works and all applications, registrations, and renewals in connection therewith; (e) trade secrets and confidential business information (including ideas, research and development, know-how, formulas, compositions, manufacturing and production processes and techniques, technical data, designs, drawings,



specifications, customer and supplier lists, pricing and cost information, and business and marketing plans and proposals); (f) computer software and programming code owned by or licensed to Emerge, including without limitation all source code, object code, libraries, data, and related documentation, media and other materials, including any compilers and programming tools; (g) other intellectual and industrial property and proprietary rights of every kind and nature throughout the universe and however designated, and including all registrations, applications, renewals, extensions thereof; (h) copies and embodiments of any of the foregoing (in whatever form or medium) (hereinafter, “IP Embodiments”); and (h) contractual rights (implied or otherwise) relating to ownership, creation, development, maintenance or enforcement of any of the foregoing.

“Knowledge” means: (a) as applied to Emerge, the knowledge of the Emerge Representatives or any of the directors, officers or managerial personnel of Emerge with respect to the matter in question that reasonably should have been obtained upon diligent investigation and inquiry into the matter in question; and (b) as applied to Finferco, the knowledge of Scott Finfer and Spencer McDonald with respect to the matter in question that reasonably should have been obtained upon diligent investigation and inquiry into the matter in question.

“Law” means any federal, state, local or municipal law, statute, ordinance, rule, regulation, code, judgment, order, injunction, decree or determination of any Governmental Authority.

“Liabilities” means any direct or indirect liability, indebtedness, guaranty, endorsement, claim, loss, damage, deficiency, cost, expense, obligation or responsibility, of any kind or nature whatsoever, whether fixed or unfixed, known or unknown, asserted or unasserted, choate or inchoate, liquidated or unliquidated, secured or unsecured, accrued, contingent or otherwise.

“License Transfer Option” has the meaning set forth in Section 2.7(a).

“Lien” means any mortgage, lien, pledge, charge, security interest, encumbrance, easement, conditional sales contract, reversionary interest, transfer restriction, right of first refusal, voting trust agreement, preemptive right, or other adverse claim or defect of title.

“Loan Agreement” means a Loan and Security Agreement, dated as of the Closing Date, by and between Holdco and Finferco, in the form attached hereto as Exhibit B.

“Loan Amount” means \$500,000 (Five Hundred Thousand Dollars and No/100).

“Management Services Agreement” means a Management Services Agreement, dated as of the Closing Date, by and between Holdco and Finferco, in the form attached hereto as Exhibit C.

“Material Adverse Effect” means a material adverse effect or change on or in: (a) the condition (financial or otherwise), results of operations, properties, assets, Liabilities or operations of the Business (taken as a whole) and/or the Assets (taken as a whole), or (b) the ability of Emerge to consummate the transactions contemplated hereby; or in the case of either of clauses (a) and (b) above, any event or condition that could reasonably be expected to, with the passage of time, constitute a “Material Adverse Effect.”

“Notice Period” has the meaning set forth in Section 8.4(a).

“Old License” has the meaning set forth in Section 2.7(a).

Schedule or Exhibit is a reference to an Article or Section of this Agreement or a Schedule or Exhibit hereto, and the terms “this Agreement,” “hereof,” “herein,” and other like terms refer to this Agreement as a whole, including the Schedules but excluding the Exhibits to this Agreement, and not solely to any particular part of this Agreement; (d) the descriptive headings in this Agreement are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement; and (e) as used in this Agreement, unless otherwise specifically noted herein, the word “day” or “days” means a calendar day or days, respectively, including weekends and holidays. Neither this Agreement nor any uncertainty or ambiguity herein shall be construed or resolved against Finferco or Emerge, whether under any rule of construction or otherwise, as a result of the identity of the party or parties who drafted this Agreement or any provision hereof.

## ARTICLE II CONTRIBUTION OF ASSETS

2.1. Contribution of Assets. Upon the terms and subject to the conditions contained herein, at the Closing, (X) Emerge shall grant, convey, assign, transfer and deliver to Holdco, and Holdco shall acquire from Emerge, free and clear of all Liens, all of Emerge’s right, title and interest in and to all assets, properties, contract rights or other rights that relate exclusively to or are used exclusively in the Business (in each case, other than the Excluded Assets), which assets, properties and rights are referred to herein collectively as the “Assets,” and (Y) Dr. Will Daniel shall grant, convey, assign, transfer and deliver to Holdco, and Holdco shall acquire from Dr. Will Daniel, free and clear of all Liens, all of Dr. Will Daniel’s right, title and interest in and to the Assets. The Assets include, without limitation, the following (other than any Excluded Assets within such categories):

- (a) all Intangible Assets, goods, merchandise, inventories, raw materials, works-in-process, materials and supplies of every nature, and other personal property of Emerge, wherever located;
- (b) all Intellectual Property used in connection with the Business or licensed by Emerge in connection with the Business, including without limitation (i) all rights in and to the Emerge web site and the content therein including the domain name registration <http://www.emergemedicalsolutions.com/>, and (ii) all rights of Emerge in and to the names “Emerge Medical Solutions” and “Emerge SureCare” and all trade names, trademarks and logos used in Emerge’s business, all variants thereof and all goodwill associated therewith;
- (c) all Books and Records;
- (d) all supplies, equipment, computers, machinery, furniture, fixtures, and other tangible personal property held or used by Emerge in connection with the Business, and Emerge’s interest as lessee in any leases with respect to any of the foregoing;
- (e) all accounts, whether or not such accounts would be legally considered a “contract,” to provide services to customers of the Business (the “Customer Contracts”), and all accounts receivable thereunder;

(f) all of Emerge's rights under the Emerge Contracts listed on Schedule 2.1(f) (the "Assigned Contracts");

(g) all of Emerge's rights under any and all awards of financial assistance from any Governmental Authority;

(h) all prepaid expenses, advance payments, deferred charges, and security and other deposits deposited or paid by Emerge with or to third parties prior to the Closing with respect to any of the Assets;

(i) all Permits that apply or relate to the Business or the Assets, if and to the extent transferable under applicable Law;

(j) all goodwill related to the Business; and

(k) all rights or choses in action relating to the Assets arising out of occurrences before or after the Closing, including all rights under express or implied warranties.

2.2. Excluded Assets. Notwithstanding anything to the contrary in Section 2.1 or in any other provision of this Agreement, the Assets shall not include any of the following assets, properties and rights of Emerge or any Affiliate thereof (collectively, the "Excluded Assets"), *provided that* nothing in this Section 2.2 shall be construed as expanding or augmenting the definition of Assets in any way by implication or otherwise:

(a) all cash on hand and in financial institutions, cash equivalents, marketable securities and bonds;

(b) all Excluded Contracts;

(c) all real property or leases for real property;

(d) all Employee Benefit Plans of Emerge or any Affiliate thereof;

(e) the minute books and Tax Returns of Emerge and other records concerning the organization of Emerge;

(f) all personnel records and other records that Emerge or any of its Affiliates is required by applicable Law to retain in its possession;

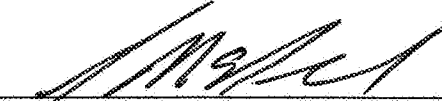
(g) all rights to Tax refunds for any Pre-Closing Tax Period; and

(h) all rights of Emerge under this Agreement and the Ancillary Agreements.

IN WITNESS WHEREOF, the parties hereto have duly executed this Contribution Agreement on the date first written above.

**EMERGE CLINICAL SOLUTIONS, LLC**

By: Emerge Equity Holdings, Ltd.,  
its Sole Member and Manager

By:   
Spencer McDonald, President & COO

**EMERGE EQUITY HOLDINGS, LTD.**

By:   
Spencer McDonald, President & COO

**EMERGE MEDICAL SOLUTIONS, LLC**

By: \_\_\_\_\_  
Kelly Gentry, Managing Member

**DR. WILL DANIEL**

\_\_\_\_\_  
**JERRY CALOVICH**

\_\_\_\_\_  
**KELLY GENTRY**

**DOUBLE DOWN, LLC**

By: \_\_\_\_\_  
Mike Beal, Manager

\*\*\* Signature Page to Contribution Agreement \*\*\*

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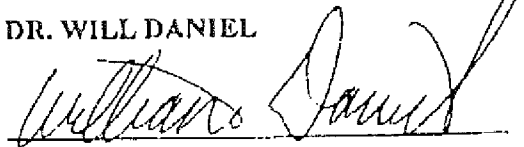
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By: \_\_\_\_\_  
Spencer McDonald, President & COO

**EMERGE MEDICAL SOLUTIONS, LLC**

By: \_\_\_\_\_  
Kelly Gentry, Managing Member

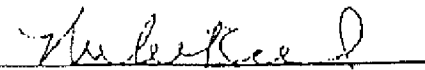
**DR. WILL DANIEL**



**JERRY CALOVICH**

\_\_\_\_\_  
**KELLY GENTRY**

**DOUBLE DOWN, LLC**

By:   
Mike Beal, Manager

\*\*\* Signature Page to Contribution Agreement \*\*\*

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its Sole Member and Manager

By: \_\_\_\_\_  
Spencer McDonald, President & COO

**EMERGE EQUITY HOLDINGS, LTD.**

By: \_\_\_\_\_  
Spencer McDonald, President & COO

**EMERGE MEDICAL SOLUTIONS, LLC**

By: Kelly C. Gentry  
Kelly Gentry, Managing Member

**DR. WILL DANIEL**

\_\_\_\_\_  
**JERRY CALOVICH**

\_\_\_\_\_  
**KELLY GENTRY**

Kelly C. Gentry  
\_\_\_\_\_  
**DOUBLE DOWN, LLC**

By: Mike Beal  
Mike Beal, Manager

\*\*\* Signature Page to Contribution Agreement \*\*\*

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By: \_\_\_\_\_  
Spencer McDonald, President & COO

**EMERGE EQUITY HOLDINGS, LTD.**

By: \_\_\_\_\_  
Spencer McDonald, President & COO

**EMERGE MEDICAL SOLUTIONS, LLC**

By: \_\_\_\_\_  
Kelly Gentry, Managing Member

**DR. WILL DANIEL**

\_\_\_\_\_  
**JERRY CALOVICH**

  
\_\_\_\_\_  
**KELLY GENTRY**

\_\_\_\_\_  
**DOUBLE DOWN, LLC**

By:   
\_\_\_\_\_  
Mike Beal, Manager

\*\*\* Signature Page to Contribution Agreement \*\*\*

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