

**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>                    |
| Patient Care Technology Systems, LLC |  | 04/15/2011                          | LIMITED LIABILITY COMPANY: CALIFORNIA |
| <b>RECEIVING PARTY DATA</b>          |  |                                     |                                       |
| <b>Name:</b>                         | Awarepoint Corporation                       |                                     |                                       |
| <b>Street Address:</b>               | 600 W. Broadway, Suite 250                   |                                     |                                       |
| <b>City:</b>                         | San Diego                                    |                                     |                                       |
| <b>State/Country:</b>                | CALIFORNIA                                   |                                     |                                       |
| <b>Postal Code:</b>                  | 92101  |                                     |                                       |
| <b>Entity Type:</b>                  | CORPORATION: DELAWARE                        |                                     |                                       |
| <b>PROPERTY NUMBERS Total: 11</b>    |  |                                     |                                       |
| <b>Property Type</b>                 | <b>Number</b>                                | <b>Word Mark</b>                    |                                       |
| Registration Number:                 | 3300062                                      | AMELIOR TRACKER                     |                                       |
| Registration Number:                 | 3146710                                      | AMELIOR ORTRACKER                   |                                       |
| Registration Number:                 | 3149838                                      | AMELIOR EDTRACKER                   |                                       |
| Serial Number:                       | 77715612                                     | AMELIOR RADTRACKER                  |                                       |
| Serial Number:                       | 77715503                                     | AMELIOR CVUTRACKER                  |                                       |
| Registration Number:                 | 3598459                                      | AMELIOR INTERFACE GATEWAY           |                                       |
| Registration Number:                 | 3594628                                      | AMELIOR EDLOG                       |                                       |
| Registration Number:                 | 3492011                                      | AMELIOR EDADVISOR                   |                                       |
| Registration Number:                 | 3439943                                      | AMELIOR ED                          |                                       |
| Registration Number:                 | 2998186                                      | PATIENT SAFETY IS OUR PASSION.      |                                       |
| Registration Number:                 | 3562281                                      | ORCHESTRATING FLOW...ADVANCING CARE |                                       |
| <b>CORRESPONDENCE DATA</b>           |  |                                     |                                       |
| <b>Fax Number:</b>                   | (650)849-7400                                |                                     |                                       |

CH \$290.00 3300062

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: (650) 843-5000

Email: trademarks@cooley.com

Correspondent Name: Todd Bontemps

Address Line 1: Suite 1100, 777 6th Street, NW

Address Line 4: Washington, DISTRICT OF COLUMBIA 20001

ATTORNEY DOCKET NUMBER:

305486-104

NAME OF SUBMITTER:

Todd S. Bontemps

Signature:

/TSB5/

Date:

04/27/2011

Total Attachments: 7

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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Assignment") is made April 15, 2011 (the "Assignment Effective Date"), by and among Awarepoint Corporation, a Delaware corporation ("Assignee" and together with each current and future Affiliate of Assignee, each a "Beneficiary" and collectively, the "Beneficiaries") and Patient Care Technology Systems, LLC, a California limited liability company ("Assignor" and together with Patient Care Technology Systems Limited, a company incorporated under the laws of the United Kingdom and PCST, LLC, a California limited liability company, the "Seller Companies"). Each of Assignee and Assignor are referred to herein collectively as the "Parties" and, individually, as a "Party." Capitalized terms used in this Assignment and not otherwise defined shall have the meanings given to them in the Purchase Agreement (as defined below).

WHEREAS, Assignor and Assignee, are parties to an Asset Purchase Agreement dated April 15, 2011 (the "Purchase Agreement"), pursuant to which, among other things, Assignor has agreed to transfer all of the Intellectual Property and Intellectual Property Rights and related goodwill of the Seller Companies, licenses and sub-licenses granted and obtained with respect thereto, and rights thereunder to Assignee on the terms and subject to the conditions set forth therein.

WHEREAS, Assignee has requested that, as a condition to consummating the transactions contemplated by the Purchase Agreement, and in order to enable Assignee to secure more fully the benefits of the transactions contemplate by the Purchase Agreement, Assignor execute and deliver this Assignment.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, including the consideration to be paid to Assignor pursuant to the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Assignment.** Assignor hereby irrevocably assigns, transfers and conveys to Assignee, all of Assignor's worldwide right, title and interest of whatever nature in and to the Intellectual Property and Intellectual Property Rights that is, was, or in the future may be used by Assignee or that in any way relates to Assignee (including all causes of action heretofore accrued in Assignor's favor for infringement of the aforesaid), including but not limited to such items of the Intellectual Property and Intellectual Property Rights specifically identified in **APPENDIX A** to this Assignment ("Assigned Intellectual Property").

2. **Use.** Assignor hereby acknowledges that Assignor does not retain any right to use the Assigned Intellectual Property and Assignor agrees that Assignor shall not, directly or indirectly, challenge any Beneficiary's ownership of or right to use the Assigned Intellectual Property. Assignor hereby waives and releases any rights or claims Assignor may have against Assignee, now or in the future, with respect to any and all Assigned Intellectual Property and Assignor covenants that Assignor shall not undertake any action or assert any claim, whether

against any Beneficiary or any third party, which action or claim would be adverse to or inconsistent with any Beneficiary's right, title and interest in and to the Assigned Intellectual Property or any Beneficiary's ability to exercise any such right, title or interest.

**3. License.**

(a) To the extent that Assignor has any right to the Assigned Intellectual Property that cannot (as a matter of law) be assigned to Assignee, Assignor unconditionally and irrevocably grants to Assignee during the term of such rights, an exclusive, even as to Assignor, irrevocable, perpetual, worldwide, fully-paid and royalty-free license, with rights to sublicense through multiple levels of sublicensees, to reproduce, make derivative works of, distribute, publicly perform and publicly display in any form or medium, whether now known or later developed, make, use, sell, import, offer for sale and exercise any and all such rights in the Assigned Intellectual Property. To the extent that Assignor has any rights to the Assigned Intellectual Property that cannot be assigned or licensed to Assignee, Assignor unconditionally and irrevocably (i) waives the enforcement of such rights, and all claims and causes of action of any kind against any Beneficiary or any third party, with respect to such rights, and (ii) agrees, at any Beneficiary's request and expense, to consent to and join in any action to enforce such rights.

(b) Assignee hereby grants to Assignor, upon execution of this Assignment, a limited right and license to use the Assigned Intellectual Property for the sole purpose of fulfilling Assignor's obligations under any Non-Transferred Assets as defined in the Purchase Agreement.

**4. Cooperation and Further Assurances.** Upon each request by any Beneficiary, without additional consideration, Assignor agrees to promptly execute documents, testify and take other acts at Assignee's expense as Assignee may deem necessary or desirable to procure, maintain, perfect, and enforce the full benefits, enjoyment, rights, title and interest, on a worldwide basis of the Assigned Intellectual Property assigned hereunder, and render all necessary assistance in making application for and obtaining original, divisional, renewal, or reissued utility and design patents, copyrights, mask works, trademarks, trade secrets, and all other technology and intellectual property rights throughout the world related to any of the Assigned Intellectual Property, in Assignee's name and for its benefit. Assignor hereby irrevocably designates and appoints each Beneficiary and its duly authorized officers and agents as its agent and attorney in fact, which appointment is coupled with an interest, to act for and in its behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of this paragraph with the same legal force and effect as if executed by Assignor and to take any and all steps, including proceedings at law, in equity or otherwise, to execute, acknowledge and deliver any and all instruments and assurances necessary or expedient in order to vest or perfect the aforesaid rights and causes of action more effectively in Assignee or to protect the same or to enforce any claim or right of any kind with respect thereto.

**5. Delivery.** To the extent Assignor has not done so via the Purchase Agreement, Assignor agrees to deliver to Assignee upon execution of this Assignment any and all tangible manifestations of the Assigned Intellectual Property, including, without limitation, all notes,

records, files and tangible items of any sort in its possession or under its control relating to the Assigned Intellectual Property.

## 6. **Defined Terms.**

**Business.** "Business" shall mean the software business (including software products and services) of the Seller Companies.

**Intellectual Property.** "Intellectual Property" shall mean and include all algorithms, application programming interfaces, databases and data collections, diagrams, formulae, gate arrays, IP cores, inventions (whether or not patentable), know-how, trademarks (including brand names, product names, logos, and slogans, together with the goodwill associated therewith), methods, network configurations and architectures, net lists, photomasks, processes, proprietary information, protocols, schematics, specifications, software, software code (in any form including source code and executable or object code), subroutines, test results, test vectors, user interfaces, techniques, URLs, domain names, web sites, works of authorship, and other forms of technology (whether or not embodied in any tangible form and including all tangible embodiments of the foregoing such as instruction manuals, studies, and summaries), in each case, relating to the Business.

**Intellectual Property Rights.** "Intellectual Property Rights" shall mean and include all rights of the following types, which may exist or be created under the laws of any jurisdiction in the world: (a) rights associated with works of authorship, including exclusive exploitation rights, copyrights, moral rights, and mask works; (b) trademark and trade name rights and similar rights; (c) trade secret rights; (d) patents and industrial property rights; (e) other proprietary rights in Intellectual Property of every kind and nature; and (f) all registrations, renewals, extensions, continuations, divisions, or reissues of, and applications for, any of the rights referred to in clauses (a) through (e) above (in the case of each of (a) through (f), relating to the Business.

7. **Miscellaneous.** This Assignment: (i) shall be governed by and construed in accordance with the law of the State of California regardless of the law that might otherwise govern under applicable principles of conflicts of law thereof; (ii) along with the Purchase Agreement, sets forth the entire understanding of the Parties hereto with respect to the subject matter hereof, and supersedes all prior or contemporaneous oral or written understandings and agreements of the Parties with respect to the subject matter hereof; (iii) shall not be amended unless in a writing signed by Assignor and Assignee that expressly sets forth such amendment; (iv) if held to be invalid or unenforceable, in whole or part, such term or provision shall be ineffective only to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable the remaining terms and provisions of this Assignment; and (v) may be executed in counterparts, each of which shall be deemed an original and which together shall constitute one and the same instrument. Assignee may assign its rights and interests in and to the Assigned Intellectual Property without the consent of Assignor. The waiver of any breach of this Assignment shall not be construed to be the waiver of any subsequent breach.

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IN WITNESS WHEREOF, the Parties have duly caused this INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT to be executed as of the Assignment Effective Date.

ASSIGNEE:

ASSIGNOR:

AWAREPOINT CORPORATION

PATIENT CARE TECHNOLOGY SYSTEMS, LLC

By: John E Dey

By: \_\_\_\_\_

Name: John E Dey

Name: \_\_\_\_\_

Title: CEO

Title: \_\_\_\_\_

IN WITNESS WHEREOF, the Parties have duly caused this INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT to be executed as of the Assignment Effective Date.

**ASSIGNEE:**

**AWAREPOINT CORPORATION**

By: \_\_\_\_\_  
Name:  
Title:

**ASSIGNOR:**

**PATIENT CARE TECHNOLOGY SYSTEMS, LLC**

By:           *AG Marsico*            
Name: *TONY MARSICO*  
Title: *CEO + PRESIDENT*

APPENDIX A

REGISTERED TRADEMARKS:

| Serial Number | Reg. Number     | Word Mark                                  | Check Status | Live/Dead   |
|---------------|-----------------|--|--------------|-------------|
| 1             | <u>78911770</u> | <u>AMELIOR TRACKER</u>                     | <u>TARR</u>  | <u>LIVE</u> |
| 2             | <u>78539270</u> | <u>AMELIOR OPTRACKER</u>                   | <u>TARR</u>  | <u>DEAD</u> |
| 3             | <u>78539262</u> | <u>AMELIOR ORTRACKER</u>                   | <u>TARR</u>  | <u>LIVE</u> |
| 4             | <u>78539256</u> | <u>AMELIOR EDTRACKER</u>                   | <u>TARR</u>  | <u>LIVE</u> |
| 5             | <u>78093063</u> | <u>AMELIOR ED PATIENT CARE SYSTEMS</u>     | <u>TARR</u>  | <u>DEAD</u> |
| 6             | <u>78104029</u> | <u>AMELIOR PATIENT CARE SYSTEMS</u>        | <u>TARR</u>  | <u>DEAD</u> |
| 7             | <u>77715612</u> | <u>AMELIOR RADTRACKER</u>                  | <u>TARR</u>  | <u>LIVE</u> |
| 8             | <u>77715503</u> | <u>AMELIOR CVTRACKER</u>                   | <u>TARR</u>  | <u>LIVE</u> |
| 9             | <u>77715527</u> | <u>AMELIOR ENTERPRISE VISIBILITY SUITE</u> | <u>TARR</u>  | <u>DEAD</u> |
| 10            | <u>77590767</u> | <u>AMELIOR INTERFACE GATEWAY</u>           | <u>TARR</u>  | <u>LIVE</u> |
| 11            | <u>77547910</u> | <u>AMELIOR EDLOG</u>                       | <u>TARR</u>  | <u>LIVE</u> |
| 12            | <u>77373634</u> | <u>AMELIOR EDADVISOR</u>                   | <u>TARR</u>  | <u>LIVE</u> |
| 13            | <u>77287082</u> | <u>AMELIOR ED</u>                          | <u>TARR</u>  | <u>LIVE</u> |
| 14            | <u>77070192</u> | <u>AMELIOR RADTRACKER</u>                  | <u>TARR</u>  | <u>DEAD</u> |
| 15            | <u>77070165</u> | <u>AMELIOR ICUTRACKER</u>                  | <u>TARR</u>  | <u>DEAD</u> |



|    |          |         |                                     |      |      |
|----|----------|---------|-------------------------------------|------|------|
| 7  | 78462979 | 2998186 | PATIENT SAFETY IS OUR PASSION.      | TARR | LIVE |
| 9  | 78462913 |         | FUNCTIONAL CLUSTERS                 | TARR | DEAD |
| 16 | 77545997 |         | EDTEMPLATE                          | TARR | DEAD |
| 18 | 77356194 | 3562281 | ORCHESTRATING FLOW...ADVANCING CARE | TARR | LIVE |

REGISTERED COPYRIGHTS:

Registrant: Description: Registration Number/Date

Patient Care Technology Systems, LLC - Amelior ED patient care system -TX0006259302 / 2005-06-20  
 Healthcare Information Technology, Inc. CodeTalker. TX0006080731 2004  
 Healthcare Information Technology, Inc. EDAdvisor. TX0006080729 1998  
 Healthcare Information Technology, Inc. EDLog. TX0006080728 2003  
 Healthcare Information Technology, Inc. EDTracker. TX0006080820 2004  
 Healthcare Information Technology, Inc. HITIR. TX0006080730 2004  
 Healthcare Information Technology, Inc. HITIS. TX0006080819 2003  
 Healthcare Information Technology, Inc. ORTracker. TX0006080732 2003