# OP \$240.00 373020

# 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
Future Health, Inc		05/26/2011	CORPORATION: IOWA

# **RECEIVING PARTY DATA**

Name:	Future Health Acquisition, Inc.	
Street Address:	513 North Main Street	
City:	Carroll	
State/Country:	IOWA	
Postal Code:	51401	
Entity Type:	CORPORATION: SOUTH DAKOTA	

# PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	3730203	INTELLIGENT BILLING
Registration Number:	3668452	FUSION TECHNOLOGY
Registration Number:	3723956	HYPER-SPEED NOTE
Registration Number:	3668453	TRUE EHR
Registration Number:	3720267	vos
Registration Number:	3668448	DC2
Registration Number:	3668449	PT2
Registration Number:	3668450	MD2
Registration Number:	3668451	CLINIC OF THE FUTURE

# **CORRESPONDENCE DATA**

Fax Number: (605)334-4814

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

Phone: 6053340005

Email: mark@hwalaw.com

Correspondent Name: Mark A Ekse

Address Line 1: 600 S. Main Avenue

Address Line 2: Suite 102

Address Line 4: Sioux Falls, SOUTH DAKOTA 57104

NAME OF SUBMITTER: Mark A Ekse

Signature: /Mark A Ekse/

Date: 06/02/2011

Total Attachments: 9

source=Clinic#page1.tif

source=DC2#page1.tif

source=FusionTechnology#page1.tif source=Hyper-SpeedNote#page1.tif source=IntellegentBilling#page1.tif

source=MD2#page1.tif source=PT2#page1.tif source=TrueEHR#page1.tif

source=VOS#page1.tif

This Trademark Assignment is made this 26th day of May 2011, by Future Health, Inc. ("Assignor"), an Iowa corporation located at 513 North Main Street, Carroll, IA 51401 to Future Health Acquisition, Inc., ("Assignee"), a South Dakota corporation having its principal place of business at 513 North Main Street, Carroll, IA 51401

WHEREAS, Assignor, has adopted, owns, and is using the mark "Clinic Of The Future" (the "Mark") in connection with the following goods and/or services: Computer software for use in internal operations of health care practices or providers; and

WHEREAS, Assignor owns a federal registration for the Mark on the Principal Register of the United States Patent and Trademark Office in connection with the goods and/or services identified therein, Registration Number 3668451 registered on August 18, 2009; and

WHEREAS, Assignee, desires to acquire the Mark, and the above-referenced registration;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby confirms, transfers and assigns to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's right, title and interest in and to the subject mark together with all goodwill of the business symbolized thereby or connected therewith, effective as of the date listed above. This transfer and assignment includes the right to recover for any third party infringement thereof, regardless of whether such infringement occurred before or occurs after the effective date.

Assignor further agrees to execute and deliver without further consideration any further applications, assignments and documents, and to perform such other lawful acts, as may be deemed necessary to fully secure Assignee's interest as described herein.

Assignor hereby authorizes and requests any official whose duty it is to transfer ownership to do so in accordance with the aforesaid registration to Assignee consistent with this assignment.

IN WITNESS WHEREOF, the Assignor has executed this Agreement on the date first written above.

Future Health, Inc.

By:

This Trademark Assignment is made this 264 day of May 2011, by Future Health, Inc. ("Assignor"), an Iowa corporation located at 513 North Main Street, Carroll, IA 51401 to Future Health Acquisition, Inc., ("Assignee"), a South Dakota corporation having its principal place of business at 513 North Main Street, Carroll, IA 51401

WHEREAS, Assignor, has adopted, owns, and is using the mark "DC<sup>2</sup>" (the "Mark") in connection with the following goods and/or services: Computer software providing an internal system for documentation of a patient's health care office visit/encounter specifically with a doctor of chiropractic; and

WHEREAS, Assignor owns a federal registration for the Mark on the Principal Register of the United States Patent and Trademark Office in connection with the goods and/or services identified therein, Registration Number 3668448 registered on August 18, 2009; and

WHEREAS, Assignee, desires to acquire the Mark, and the above-referenced registration;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby confirms, transfers and assigns to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's right, title and interest in and to the subject mark together with all goodwill of the business symbolized thereby or connected therewith, effective as of the date listed above. This transfer and assignment includes the right to recover for any third party infringement thereof, regardless of whether such infringement occurred before or occurs after the effective date.

Assignor further agrees to execute and deliver without further consideration any further applications, assignments and documents, and to perform such other lawful acts, as may be deemed necessary to fully secure Assignee's interest as described herein.

Assignor hereby authorizes and requests any official whose duty it is to transfer ownership to do so in accordance with the aforesaid registration to Assignee consistent with this assignment.

IN WITNESS WHEREOF, the Assignor has executed this Agreement on the date first written above.

Future Health, Inc.

Title.

This Trademark Assignment is made this Assignment is made this Assignor"), an Iowa corporation located at 513 North Main Street, Carroll, IA 51401 to Future Health Acquisition, Inc., ("Assignee"), a South Dakota corporation having its principal place of business at 513 North Main Street, Carroll, IA 51401

WHEREAS, Assignor, has adopted, owns, and is using the mark "Fusion Technology" (the "Mark") in connection with the following goods and/or services: Integrated suite of healthcare provider practice software; and

WHEREAS, Assignor owns a federal registration for the Mark on the Principal Register of the United States Patent and Trademark Office in connection with the goods and/or services identified therein, Registration Number 3668452 registered on August 18, 2009; and

WHEREAS, Assignee, desires to acquire the Mark, and the above-referenced registration;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby confirms, transfers and assigns to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's right, title and interest in and to the subject mark together with all goodwill of the business symbolized thereby or connected therewith, effective as of the date listed above. This transfer and assignment includes the right to recover for any third party infringement thereof, regardless of whether such infringement occurred before or occurs after the effective date.

Assignor further agrees to execute and deliver without further consideration any further applications, assignments and documents, and to perform such other lawful acts, as may be deemed necessary to fully secure Assignee's interest as described herein.

Assignor hereby authorizes and requests any official whose duty it is to transfer ownership to do so in accordance with the aforesald registration to Assignee consistent with this assignment.

IN WITNESS WHEREOF, the Assignor has executed this Agreement on the date first written above.

Future Health, Inc.

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Title:

This Trademark Assignment is made this 26 day of May 2011, by Future Health, Inc. ("Assignor"), an Iowa corporation located at 513 North Main Street, Carroll, IA 51401 to Future Health Acquisition, Inc., ("Assignee"), a South Dakota corporation having its principal place of business at 513 North Main Street, Carroll, IA 51401

WHEREAS, Assignor, has adopted, owns, and is using the mark "Hyper-Speed Note" (the "Mark") in connection with the following goods and/or services: Computer software for use with documenting an office visit/encounter with a health care provider; and

WHEREAS, Assignor owns a federal registration for the Mark on the Supplemental Register of the United States Patent and Trademark Office in connection with the goods and/or services identified therein, Registration Number 3723956 registered on December 8, 2009; and

WHEREAS, Assignee, desires to acquire the Mark, and the above-referenced registration;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby confirms, transfers and assigns to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's right, title and interest in and to the subject mark together with all goodwill of the business symbolized thereby or connected therewith, effective as of the date listed above. This transfer and assignment includes the right to recover for any third party infringement thereof, regardless of whether such infringement occurred before or occurs after the effective date.

Assignor further agrees to execute and deliver without further consideration any further applications, assignments and documents, and to perform such other lawful acts, as may be deemed necessary to fully secure Assignee's interest as described herein.

Assignor hereby authorizes and requests any official whose duty it is to transfer ownership to do so in accordance with the aforesald registration to Assignee consistent with this assignment.

IN WITNESS WHEREOF, the Assignor has executed this Agreement on the date first written above.

Future Health, Inc.

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Title:

This Trademark Assignment is made this Assignor"), an Iowa corporation located at 513 North Main Street, Carroll, IA 51401 to Future Health Acquisition, Inc., ("Assignee"), a South Dakota corporation having its principal place of business at 513 North Main Street, Carroll, IA 51401

WHEREAS, Assignor, has adopted, owns, and is using the mark "Intelligent Billing" (the "Mark") in connection with the following goods and/or services: Billing Software; and

WHEREAS, Assignor owns a federal registration for the Mark on the Supplemental Register of the United States Patent and Trademark Office in connection with the goods and/or services identified therein, Registration Number 3730203 registered on December 22, 2009; and

WHEREAS, Assignee, desires to acquire the Mark, and the above-referenced registration;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby confirms, transfers and assigns to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's right, title and interest in and to the subject mark together with all goodwill of the business symbolized thereby or connected therewith, effective as of the date listed above. This transfer and assignment includes the right to recover for any third party infringement thereof, regardless of whether such infringement occurred before or occurs after the effective date.

Assignor further agrees to execute and deliver without further consideration any further applications, assignments and documents, and to perform such other lawful acts, as may be deemed necessary to fully secure Assignee's interest as described herein.

Assignor hereby authorizes and requests any official whose duty it is to transfer ownership to do so in accordance with the aforesaid registration to Assignee consistent with this assignment.

IN WITNESS WHEREOF, the Assignor has executed this Agreement on the date first written above.

Future Health, Inc.

- / ....

Title:

This Trademark Assignment is made this day of May 2011, by Future Health, Inc. ("Assignor"), an Iowa corporation located at 513 North Main Street, Carroll, IA 51401 to Future Health Acquisition, Inc., ("Assignee"), a South Dakota corporation having its principal place of business at 513 North Main Street, Carroll, IA 51401

WHEREAS, Assignor, has adopted, owns, and is using the mark "MD<sup>2</sup>" (the "Mark") in connection with the following goods and/or services: Computer software providing an internal system for documentation of a patient's health care office visit/encounter specifically with medical doctors or osteopathic doctors; and

WHEREAS, Assignor owns a federal registration for the Mark on the Principal Register of the United States Patent and Trademark Office in connection with the goods and/or services identified therein, Registration Number 3668450 registered on August 18, 2009; and

WHEREAS, Assignee, desires to acquire the Mark, and the above-referenced registration;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby confirms, transfers and assigns to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's right, title and interest in and to the subject mark together with all goodwill of the business symbolized thereby or connected therewith, effective as of the date listed above. This transfer and assignment includes the right to recover for any third party infringement thereof, regardless of whether such infringement occurred before or occurs after the effective date.

Assignor further agrees to execute and deliver without further consideration any further applications, assignments and documents, and to perform such other lawful acts, as may be deemed necessary to fully secure Assignee's interest as described herein.

Assignor hereby authorizes and requests any official whose duty it is to transfer ownership to do so in accordance with the aforesaid registration to Assignee consistent with this assignment.

IN WITNESS WHEREOF, the Assignor has executed this Agreement on the date first written above.

Future Health, Inc.

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Title:

This Trademark Assignment is made this 26 day of May 2011, by Future Health, Inc. ("Assignor"), an Iowa corporation located at 513 North Main Street, Carroll, IA 51401 to Future Health Acquisition, Inc., ("Assignee"), a South Dakota corporation having its principal place of business at 513 North Main Street, Carroll, IA 51401

WHEREAS, Assignor, has adopted, owns, and is using the mark "PT<sup>2</sup>" (the "Mark") in connection with the following goods and/or services: Computer software providing an internal system for documentation of a patient's health care office visit/encounter specifically with a physical therapy health care provider; and

WHEREAS, Assignor owns a federal registration for the Mark on the Principal Register of the United States Patent and Trademark Office in connection with the goods and/or services identified therein, Registration Number 3668449 registered on August 18, 2009; and

WHEREAS, Assignee, desires to acquire the Mark, and the above-referenced registration;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby confirms, transfers and assigns to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's right, title and interest in and to the subject mark together with all goodwill of the business symbolized thereby or connected therewith, effective as of the date listed above. This transfer and assignment includes the right to recover for any third party infringement thereof, regardless of whether such infringement occurred before or occurs after the effective date.

Assignor further agrees to execute and deliver without further consideration any further applications, assignments and documents, and to perform such other lawful acts, as may be deemed necessary to fully secure Assignee's interest as described herein.

Assignor hereby authorizes and requests any official whose duty it is to transfer ownership to do so in accordance with the aforesaid registration to Assignee consistent with this assignment.

IN WITNESS WHEREOF, the Assignor has executed this Agreement on the date first written above.

Future Health, Inc.

Title:

This Trademark Assignment is made this 2614 day of May 2011, by Future Health, Inc. ("Assignor"), an Iowa corporation located at 513 North Main Street, Carroll, IA 51401 to Future Health Acquisition, Inc., ("Assignee"), a South Dakota corporation having its principal place of business at 513 North Main Street, Carroll, IA 51401

WHEREAS, Assignor, has adopted, owns, and is using the mark "TRUE EHR" (the "Mark") in connection with the following goods and/or services; Electronic document storage software; and

WHEREAS, Assignor owns a federal registration for the Mark on the Principal Register of the United States Patent and Trademark Office in connection with the goods and/or services identified therein, Registration Number 3668453 registered on August 18, 2009; and

WHEREAS, Assignee, desires to acquire the Mark, and the above-referenced registration;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby confirms, transfers and assigns to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's right, title and interest in and to the subject mark together with all goodwill of the business symbolized thereby or connected therewith, effective as of the date listed above. This transfer and assignment includes the right to recover for any third party infringement thereof, regardless of whether such infringement occurred before or occurs after the effective date.

Assignor further agrees to execute and deliver without further consideration any further applications, assignments and documents, and to perform such other lawful acts, as may be deemed necessary to fully secure Assignee's interest as described herein.

Assignor hereby authorizes and requests any official whose duty it is to transfer ownership to do so in accordance with the aforesaid registration to Assignee consistent with this assignment.

IN WITNESS WHEREOF, the Assignor has executed this Agreement on the date first written above.

Future Health, Inc.

This Trademark Assignment is made this \_\_\_\_\_ day of May 2011, by Future Health, Inc. ("Assignor"), an Iowa corporation located at 513 North Main Street, Carroll, IA 51401 to Future Health Acquisition, Inc., ("Assignee"), a South Dakota corporation having its principal place of business at 513 North Main Street, Carroll, IA 51401

WHEREAS, Assignor, has adopted, owns, and is using the mark "VOS" (the "Mark") in connection with the following goods and/or services: Integrated suite of healthcare practice software: and

WHEREAS, Assignor owns a federal registration for the Mark on the Supplemental Register of the United States Patent and Trademark Office in connection with the goods and/or services identified therein, Registration Number 3720267 registered on December 1, 2009; and

WHEREAS, Assignee, desires to acquire the Mark, and the above-referenced registration;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby confirms, transfers and assigns to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's right, title and interest in and to the subject mark together with all goodwill of the business symbolized thereby or connected therewith, effective as of the date listed above. This transfer and assignment includes the right to recover for any third party infringement thereof, regardless of whether such infringement occurred before or occurs after the effective date.

Assignor further agrees to execute and deliver without further consideration any further applications, assignments and documents, and to perform such other lawful acts, as may be deemed necessary to fully secure Assignee's interest as described herein.

Assignor hereby authorizes and requests any official whose duty it is to transfer ownership to do so in accordance with the aforesaid registration to Assignee consistent with this assignment.

IN WITNESS WHEREOF, the Assignor has executed this Agreement on the date first written above.

Future Health, Inc.

TRADEMARK

REEL: 004552 FRAME: 0652

RECORDED: 06/02/2011