

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	02/09/2010

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Endpoint, LLC		02/09/2010	LIMITED LIABILITY COMPANY: CALIFORNIA

RECEIVING PARTY DATA

Name:	Endpoint Clinical, Inc.
Street Address:	55 Francisco St., Suite 405
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94133
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Serial Number:	85149739	ENDPOINT
Serial Number:	85149758	EDRS
Serial Number:	85149756	NUDGE
Registration Number:	3960166	IRT
Registration Number:	3970559	PULSE

CORRESPONDENCE DATA

Fax Number: (775)333-8171
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 775-324-4100
 Email: cjoseph@watsonrounds.com
 Correspondent Name: Cassandra Joseph
 Address Line 1: 5371 Kietzke Lane
 Address Line 4: Reno, NEVADA 89511

OP \$140.00 85149739

NAME OF SUBMITTER:	Cassandra Joseph
Signature:	/Cassandra Joseph/
Date:	06/03/2011
Total Attachments: 6 source=Endpoint Agmt Redacted#page1.tif source=Endpoint Agmt Redacted#page2.tif source=Endpoint Agmt Redacted#page3.tif source=Endpoint Agmt Redacted#page4.tif source=Endpoint Agmt Redacted#page5.tif source=Endpoint Agmt Redacted#page6.tif	

**AGREEMENT AND PLAN OF MERGER OF
ENDPOINT CLINICAL, INC. (A DELAWARE CORPORATION)**

AND

ENDPOINT LLC (A CALIFORNIA LIMITED LIABILITY COMPANY)

THIS AGREEMENT AND PLAN OF MERGER, dated as of February 9, 2010 (the "Agreement"), is made by and between **ENDPOINT CLINICAL, INC.**, a Delaware corporation ("Endpoint Delaware"), and **ENDPOINT LLC**, a California limited liability company ("Endpoint California"). Endpoint Delaware and Endpoint California are sometimes collectively referred to herein as the "Constituent Entities."

RECITALS

A. Endpoint Delaware is a corporation duly organized and existing under the laws of the State of Delaware and has authorized _____ shares of capital stock, all of which such shares are common stock having a par value of _____ per share ("Common Stock"). The rights, privileges and preferences of the Common Stock are as stated in Endpoint Delaware's Certificate of Incorporation. As of the date hereof, _____ shares of Common Stock are issued and outstanding, all of which are held by Endpoint California.

B. Endpoint California is a limited liability company duly organized and existing under the laws of the State of California. As of the date hereof, Jonathan S. Dole ("Mr. Dole") and Thomas J. O'Connell ("Mr. O'Connell"), and with Mr. Dole, the "Founders") each own _____ of Endpoint California's outstanding equity interests.

C. The Board of Directors of Endpoint Delaware has approved this Agreement and, has directed that this Agreement be submitted to a vote of Endpoint Delaware's stockholders and executed by the undersigned officers. The stockholders of Endpoint Delaware have also approved this Agreement.

D. The members of Endpoint California have determined that, for the purpose of effecting the reincorporation of Endpoint California in the State of Delaware as a corporation, it is advisable and in the best interests of Endpoint California and its members that Endpoint California merge with and into Endpoint Delaware upon the terms and conditions herein provided.

NOW, THEREFORE, in consideration of the mutual agreements and covenants set forth herein, Endpoint Delaware and Endpoint California hereby agree, subject to the terms and conditions hereinafter set forth, as follows:

ARTICLE I

MERGER

1.1. Merger. In accordance with the provisions of this Agreement, the Delaware General Corporation Law and the California Corporations Code, Endpoint California shall be merged with and into Endpoint Delaware (the "Merger"), the separate existence of Endpoint California shall cease, and Endpoint Delaware shall survive the Merger and shall continue to be governed by the laws of the State of Delaware. Endpoint Delaware shall be, and is herein sometimes referred to as, the "Surviving Corporation." The name of the Surviving Corporation shall be **Endpoint Clinical, Inc.**

1.2. Filing and Effectiveness. The Merger shall become effective upon the filing of the Certificate of Merger with the Secretary of State for Delaware; provided that the following actions have been completed: (i) this Agreement and the Merger have been adopted and approved by the stockholders and members of each Constituent Entity in accordance with the requirements of the Delaware General Corporation Law and the California Corporations Code; (ii) all of the conditions precedent to the consummation of the Merger specified in this Agreement have been satisfied or duly waived by the party entitled to satisfaction thereof; (iii) an executed Certificate of Merger or an executed counterpart of this Agreement meeting the requirements of the Delaware General Corporation Law has been filed with the Secretary of State of the State of Delaware; and (iv) an executed Certificate of Merger or an executed counterpart of this Agreement meeting the requirements of the California Corporations Code has been filed with the Secretary of State of the State of California. The date and time when the Merger shall become effective, as aforesaid, is herein called the "Effective Date of the Merger."

1.3. Effect of the Merger. Upon the Effective Date of the Merger, the separate existence of Endpoint California shall cease and Endpoint Delaware, as the Surviving Corporation, (i) shall continue to possess all of its assets, rights, powers, and property as constituted immediately prior to the Effective Date of the Merger, (ii) shall be subject to all actions previously taken by Endpoint California, (iii) shall succeed, without other transfer, to all of the assets, rights, powers, and property of Endpoint California in the manner more fully set forth in Section 259 of the Delaware General Corporation Law, (iv) shall continue to be subject to all of the debts, liabilities, and obligations of Endpoint Delaware as constituted immediately prior to the Effective Date of the Merger, and (v) shall succeed, without other transfer, to all of the debts, liabilities, and obligations of Endpoint California in the same manner as if Endpoint Delaware had itself incurred them, all as more fully provided under the applicable provisions of the Delaware General Corporation Law and the California Corporations Code. In addition, from and after the filing of the Certificates of Merger, the Surviving Corporation agrees that it may be served in the State of California in a proceeding for the enforcement of an obligation of any of the Constituent Entities and in a proceeding to enforce the rights of any holder of dissenting rights in Endpoint California. The Surviving Corporation further agrees that service of process in any proceeding which may arise or be brought against Endpoint California from and after the filing of the Certificates of Merger may be forwarded to the Surviving Corporation at the following address: 690 Texas Street, San Francisco, California 94107. Further, the Surviving Corporation will promptly pay the holder of any dissenting right the amount to which that person is entitled under California law.

ARTICLE II

CHARTER DOCUMENTS, DIRECTORS, AND OFFICERS

2.1. Certificate of Incorporation. The Certificate of Incorporation of Endpoint Delaware as in effect immediately prior to the Effective Date of the Merger shall continue in full force and effect as the Certificate of Incorporation of the Surviving Corporation until duly amended in accordance with the provisions thereof and applicable law.

2.2. Bylaws. The Bylaws of Endpoint Delaware as in effect immediately prior to the Effective Date of the Merger shall continue in full force and effect as the Bylaws of the Surviving Corporation until duly amended in accordance with the provisions thereof and applicable law.

2.3. Directors and Officers. The directors of Endpoint Delaware immediately prior to the Effective Date of the Merger shall be the directors of the Surviving Corporation until their successors shall have been duly elected and qualified or until as otherwise provided by law, the Certificate of Incorporation of the Surviving Corporation, or the Bylaws of the Surviving Corporation. The officers of Endpoint California immediately prior to the Effective Date of the Merger shall be the officers of the Surviving Corporation until their successors shall have been duly elected and qualified or until as otherwise provided by law, the Certificate of Incorporation of the Surviving Corporation, or the Bylaws of the Surviving Corporation.

ARTICLE III

MANNER OF CONVERSION OF STOCK

3.1. Endpoint California Equity Interests. Prior to the Effective Date of the Merger, the Founders each hold a equity interest in Endpoint California. Upon the Effective Date of the Merger, the individual equity interests in Endpoint California held by each of the Founders, by virtue of the Merger and without any action by the Constituent Entities, shall be converted into and exchanged for

fully paid and nonassessable shares of Common Stock of the Surviving Corporation, for an aggregate amount of

fully paid and nonassessable shares of Common Stock of the Surviving Corporation to be received by the Founders. There are no other equity interests or rights to acquire equity interests in Endpoint California outstanding immediately prior the Effective Date of the Merger.

3.2. Endpoint Delaware Common Stock. Upon the Effective Date of the Merger, each share of Common Stock of Endpoint Delaware issued and outstanding immediately prior to the Merger, by virtue of the Merger and without any action by the Constituent Entities, shall be canceled and returned to the status of authorized but unissued shares.

3.3. Issuance of Certificates. After the Effective Date of the Merger, any outstanding certificate representing equity interests of Endpoint California shall be deemed

cancelled and the Surviving Corporation shall issue to each Founder a certificate representing the shares of Common Stock of the Surviving Corporation so issued in the Merger.

3.4. No Fractional Shares. No fractional shares of Endpoint Delaware Common Stock shall be issued upon conversion and exchange of the equity interests of Endpoint California as herein provided. The Surviving Corporation shall round fractional shares to which the holder would otherwise be entitled to the nearest whole number.

ARTICLE IV

GENERAL

4.1. Covenants of Endpoint Delaware. Endpoint Delaware covenants and agrees that, on or before the Effective Date of the Merger, it will: (i) qualify to do business as a foreign corporation in the State of California and in connection therewith irrevocably appoint an agent for service of process as required under the provisions of the California Corporations Code; and (ii) take such other actions as may be required by the California Corporations Code.

4.2. Further Assurances. From time to time, as and when required by Endpoint Delaware or by its successors or assigns, there shall be executed and delivered on behalf of Endpoint California such deeds and other instruments, and there shall be taken or caused to be taken by Endpoint Delaware and Endpoint California such further and other actions as shall be appropriate or necessary in order to vest or perfect in or conform of record or otherwise in Endpoint Delaware the title to and possession of all the property, interests, assets, rights, privileges, immunities, powers, franchises, and authority of Endpoint California and otherwise to carry out the purposes of this Agreement, and the officers and directors of Endpoint Delaware are fully authorized in the name and on behalf of Endpoint California to take any and all such action and to execute and deliver any and all such deeds and other instruments.

4.3. Abandonment. At any time before the Effective Date of the Merger, this Agreement may be terminated and the Merger may be abandoned for any reason whatsoever by the members of Endpoint California or by the Board of Directors of Endpoint Delaware, or by both, notwithstanding the approval of this Agreement by the members of Endpoint California or by the stockholders of Endpoint Delaware, or by both.

4.4. Amendment. The Constituent Entities may amend this Agreement at any time prior to the filing of Certificate of Merger with the Secretaries of State of the States of Delaware and California, provided that an amendment made subsequent to the adoption of this Agreement by, as applicable, the members or the stockholders of either Constituent Entity shall not: (i) alter or change the amount or kind of shares, securities, cash, property and/or rights to be received in exchange for or on conversion of all or any of the equity interests of such Constituent Entity; (ii) alter or change any term of the Certificate of Incorporation of the Surviving Corporation to be effected by the Merger; or (iii) alter or change any of the terms and conditions of this Agreement if such alteration or change would adversely affect the holders of any class or series of equity interests of any Constituent Entity.

4.5. Agreement. Executed copies of this Agreement will be on file at the principal place of business of the Surviving Corporation at 690 Texas Street, San Francisco, California 94107.

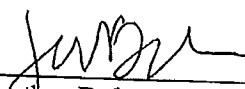
4.6. Governing Law. This Agreement shall in all respects be construed, interpreted and enforced in accordance with and governed by the laws of the State of Delaware and, so far as applicable, the merger provisions of the California Corporations Code.

4.7. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which, together, shall constitute the same instrument.

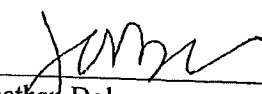
* * * * *

IN WITNESS WHEREOF, the parties hereto have executed this Agreement and Plan of Merger as of the day and year first written above.

ENDPOINT, LLC
a California limited liability company

By: 
Jonathan Dole
President and Chief Executive Officer

ENDPOINT CLINICAL, INC.,
a Delaware corporation

By: 
Jonathan Dole
President and Chief Executive Officer

BOST_1449480.3