

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
Health Risk Partners, Inc.		06/09/2011	CORPORATION: VIRGINIA
RECEIVING PARTY DATA			
Name:	Health Risk Partners LLC		
Street Address:	6802 Paragon Place		
City:	Richmond		
State/Country:	VIRGINIA		
Postal Code:	23230		
Entity Type:	LIMITED LIABILITY COMPANY: VIRGINIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3089710	HEALTH RISK PARTNERS, INC.	
Registration Number:	3494621	RECON EDGE	
CORRESPONDENCE DATA			
Fax Number:	(212)609-6921		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212 609 6800		
Email:	mboyce@mccarter.com		
Correspondent Name:	McCarter & English LLP-Gary H. Fechter		
Address Line 1:	245 Park Avenue, 27th Floor		
Address Line 4:	New York, NEW YORK 10167-0001		
ATTORNEY DOCKET NUMBER:	97171/130 GHF 2807		
NAME OF SUBMITTER:	Gary H. Fechter		
Signature:	/ghf/		
Date:	06/10/2011		

CH \$65.00 3089710

Total Attachments: 4

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TRADEMARK ASSIGNMENT

WHEREAS, **HEALTH RISK PARTNERS, INC.**, a Virginia corporation having offices at 813 S. Royal St., Alexandria, Virginia 22314 ("Seller"), owns, all right, title, and interest in those certain U.S. Trademark Registrations as set forth on Exhibit 1 (collectively, the "Trademarks");

WHEREAS, **HEALTH RISK PARTNERS LLC**, a Virginia limited liability company having offices at 6802 Paragon Place, Richmond, Virginia 23230 ("Purchaser"), desires to own Seller's entire right, title, and interest in and to the Trademarks;

NOW THEREFORE, be it known that, for good and valuable consideration, receipt of which is hereby acknowledged, Seller hereby sells, assigns, transfers, and sets over to Purchaser, its lawful successors and assigns, Seller's entire right, title, and interest in and to the Trademarks and all registrations, applications, and renewals thereof; together with all of the goodwill of the business associated with the use of and symbolized by the Trademarks;

AND SELLER HEREBY authorizes and requests the Commissioner of Patents and Trademarks of the United States Patent and Trademark Office to issue all Registrations for the Trademarks to Purchaser, its successors and assigns, in accordance with the terms of this Agreement;

AND, SELLER HEREBY further covenants that Seller has the full right to convey the interest assigned by this Agreement, Seller will take all action and execute all documents necessary to perfect the interest assigned hereby, and Seller has not executed and will not execute any agreement in conflict with this Agreement;

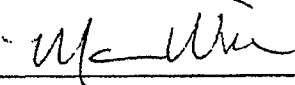
AND, SELLER HEREBY further covenants and agrees that Seller, through its officers and employees, will, without further consideration, but at the expense of Purchaser, do all lawful acts and things and make, execute (which execution will not be at Purchaser's expense) and deliver any and all other instruments in writing, further applications, any necessary powers of attorney, papers, affidavits, assignments and other documents which may reasonably be required or necessary to secure and vest in Purchaser, its successors and assigns, Seller's entire right, title and interest in and to the Trademarks and/or all of the rights, titles, benefits, privileges and advantages hereby sold, assigned, transferred and conveyed. This assignment is not intended to nor does it expand the rights of any successor or assign beyond the rights it has under its own conveyance documents or expand any representations, warranties, covenants or agreements under such other conveyance documents.

IN TESTIMONY WHEREOF, each party has caused its authorized representative to execute this Agreement this 9 day of June, 2011.

HEALTH RISK PARTNERS, INC.

HEALTH RISK PARTNERS, LLC

By: _____

By: 

Name: Susan Cimbalo

Name: Marc Wise

Its: President

Its: Senior Vice President - Business
Development

[Signature page to Trademark Assignment - INC. to LLC]

IN TESTIMONY WHEREOF, each party has caused its authorized representative to execute this Agreement this 9 day of June, 2011.

HEALTH RISK PARTNERS, INC.

By: _____

Name: Susan Cimbalo

Its: President

HEALTH RISK PARTNERS, LLC

By: _____

Name: Marc Wise

Its: Senior Vice President - Business
Development

[Signature page to Trademark Assignment - INC. to LLC]

EXHIBIT 1

<u>Trademark</u>	<u>Registration No.</u>	<u>Date of Registration</u>	<u>Class</u>	<u>Status</u>
HEALTH RISK PARTNERS, INC.	3089710	May 9, 2006	35	Registered
RECONEDGE and Design	3494621	September 2, 2008	35	Registered

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