

TO: GARY FECHTER COMPANY: 245 PARK AVENUE, 27TH FLOOR

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

06/17/2011
 900194747

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 Parkners, LLC		06/17/2011	LIMITED LIABILITY COMPANY: <i>Virginia</i>
RECEIVING PARTY DATA			
Name:	D2Hawkeye, Inc.		
Street Address:	545 Washington Boulevard		
City:	Jersey City		
State/Country:	NEW JERSEY		
Postal Code:	07310-1686		
Entity Type:	CORPORATION: <i>Delaware</i>		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3089710	HEALTH RISK PARTNERS, INC.	
Registration Number:	3494621	RECON EDGE	
Registration Number:	3806407	CHART NAVIGATOR	
CORRESPONDENCE DATA			
Fax Number:	(212)609-6921		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	gfechter@mccarter.com		
Correspondent Name:	Gary Fechter		
Address Line 1:	245 Park Avenue, 27th Floor		
Address Line 4:	New York, NEW YORK 10167		
ATTORNEY DOCKET NUMBER:	097171/00130 (GHF/2807)		
NAME OF SUBMITTER:	Gary H. Fechter		
Signature:	/ghf/		

CH \$90.00 3089710

TO: GARY FECHTER COMPANY: 245 PARK AVENUE, 27TH FLOOR

Date:

06/17/2011

Total Attachments: 5

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EXECUTION COPY

ASSIGNMENT OF TRADEMARKS

Dated June 17, 2011

BE IT KNOWN BY THESE PRESENTS THAT:

WHEREAS, HEALTH RISK PARTNERS, LLC, a limited liability company formed under the laws of the Commonwealth of Virginia, having a principal place of business at 6802 Paragon Place, Suite 500, Richmond, Virginia 23230 (the "**Assignor**") owns the trademarks, service marks, tradenames, logos and trade dress set forth on Schedule A attached hereto (the "**Marks**"); and

WHEREAS, D2HAWKEYE, INC., a corporation organized under the laws of the State of Delaware, having a place of business at 545 Washington Boulevard, Jersey City, New Jersey 07310-1686 (the "**Assignee**") is desirous of acquiring all of the Assignor's right, title and interest in and to the Marks and any registrations and applications therefor in the United States and foreign countries, together with all of the goodwill of the business associated with the use of and symbolized by the Marks;

NOW, THEREFORE, in consideration of the Purchase Price and for other good and valuable consideration as more particularly described in an Asset Purchase Agreement, dated June 1, 2011 (the "**Purchase Agreement**"), entered into, *inter alia*, by the Assignor and the Assignee (none of the provisions of which shall be deemed to be modified, limited or amended hereby), the receipt and sufficiency of which the Assignor hereby acknowledges, the Assignor does hereby sell, assign and transfer unto the Assignee, its successors and assigns, its entire right, title and interest in and to (i) the Marks together with the goodwill of the business associated therewith, and any United States and foreign registrations and applications therefor and (ii) all rights of Assignor with respect to all other tradenames, trademarks, service marks, logos and trade dress used in connection with the business, together with all of the Assignor's goodwill of the business associated with the use of and symbolized by the foregoing along with all claims for damages by reason of past, present, and future infringement of the rights assigned under this Assignment, with the right to sue for and collect the same for its own use and benefit, and for the use and benefit of its successors, assigns, and other legal representatives, as fully and entirely as if the same would have been held and enjoyed by the Assignor if this transfer to the Assignee had not been made;

AND the Assignor, for the considerations aforesaid, hereby covenants and agrees to and with the Assignee, its successors and assigns, that the Assignor, its successors and assigns, shall and will, at the expense of the Assignee, do all lawful acts and things and make, execute (which execution will not be at Assignee'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 the Assignee, its successors and assigns, the Assignor's entire right, title and interest in and to the Marks and/or all of the rights, titles, benefits, privileges, and advantages hereby sold, assigned, transferred and conveyed;

AND the representations, warranties, covenants and agreements contained in the

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Purchase Agreement shall not be superseded or expanded hereby but shall remain in full force and effect to the full extent provided therein.

This instrument and all of its terms shall inure to the benefit of and shall bind the Assignor and the Assignee and their respective successors and assigns.

[Signature page follows.]

TO: GARY FECHTER COMPANY: 245 PARK AVENUE, 27TH FLOOR

IN WITNESS WHEREOF, the Assignor has caused this Assignment of Trademarks to be executed and delivered by its officer thereunto duly authorized.

HEALTH RISK PARTNERS, LLC

By *Marc Wise*

Name: Marc Wise

Title: Senior Vice President - Business Development

[Signature page to Assignment of Trademarks]

TO: GARY FECHTER COMPANY: 245 PARK AVENUE, 27TH FLOOR

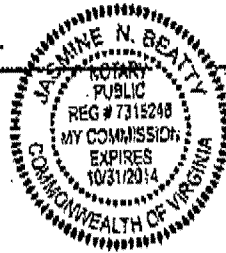
COMMONWEALTH OF VIRGINIA)
CITY) ss:
-COUNTY OF RICHMOND)

City Personally appeared before me, JASMINE BEATTY, a Notary Public in and for said County and Commonwealth, Marc Wise with whom I am personally acquainted and who acknowledged that he is the Senior Vice President - Business Development of HEALTH RISK PARTNERS, LLC and that he executed the foregoing instrument on behalf of HEALTH RISK PARTNERS, LLC as the free act and deed of HEALTH RISK PARTNERS, LLC by order of the members of said limited liability company.

WITNESS my hand and seal at office this 17th day of June, 2011.

My Commission Expires

10/31/2014



Jasmine Beatty
Notary Public No. 7315246

TO: GARY FECHTER COMPANY: 245 PARK AVENUE, 27TH FLOOR

SCHEDULE A

U.S. TRADEMARK REGISTRATIONS

<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
CHART NAVIGATOR	3806407	June 22, 2010	42	Registered

COMMON LAW TRADEMARKS, TRADENAMES, SERVICE MARKS

1. ReconEdge;
2. ReconQ;
3. PDEQ;
4. Chart Navigator;
5. EDSQ;
6. Health Risk Partners, LLC; and
7. All symbols, designs, logos or any combination thereof used therewith

F A C S I M I L E T R A N S M I S S I O N

**McCARTER
& ENGLISH**
ATTORNEYS AT LAW

SEND FAX TO: Tonya Lee	COMPANY: Assignment Services Branch/USPTO	FAX No: 571.273.0140	PHONE No: 571.272.3350
FROM: Gary Fechter	EMAIL: gfechter@mccarter.com	FAX No: 212.609.6921	PHONE No: 212.609.6823

June 28, 2011

Total number of pages including cover:

Client/Matter: 097171/00130

Call, If Problems:

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TRADEMARK

RECORDED: 06/17/2011

REEL: 004572 FRAME: 0465