

**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

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Customer Potential Management Marketing Group, Inc.		10/31/2011	CORPORATION: ILLINOIS

**RECEIVING PARTY DATA**

<b>Name:</b>	Health Grades, Inc.
<b>Street Address:</b>	500 Golden Ridge Road 100
<b>City:</b>	Golden
<b>State/Country:</b>	COLORADO
<b>Postal Code:</b>	80401
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 7**

Property Type	Number	Word Mark
Registration Number:	2146810	CAMPAIGN MANAGER
Registration Number:	2206340	DATA FUSION
Registration Number:	3342092	FABRIC OF NETWORKS
Registration Number:	3210350	HEALTH2WORK
Registration Number:	3607767	INSTANT CRM
Registration Number:	2133479	MARKET ANALYST
Registration Number:	3640040	PERCEPTUAL PROFILES

**CORRESPONDENCE DATA**

Fax Number: (312)698-2168  
 Email: lisa.gates@bakermckenzie.com,  
 colleen.brennan@bakermckenzie.com

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Correspondent Name: Lisa Parker Gates  
 Address Line 1: 130 East Randolph Drive

**CH \$190.00 2146810**

**900206289**

**TRADEMARK  
 REEL: 004654 FRAME: 0527**

Address Line 2: One Prudential Plaza, Suite 3500  
Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	22252444-000001
NAME OF SUBMITTER:	Lisa Parker Gates
Signature:	/lisa parker gates/
Date:	11/03/2011

**Total Attachments: 5**

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**TRADEMARK AND COPYRIGHT ASSIGNMENT AGREEMENT**

This TRADEMARK AND COPYRIGHT ASSIGNMENT AGREEMENT (this "Assignment") is made as of October 31, 2011, by and between CUSTOMER POTENTIAL MANAGEMENT MARKETING GROUP, INC., an Illinois corporation ("Assignor"), and HEALTH GRADES, INC., a Delaware corporation ("Assignee").

**WITNESSETH:**

WHEREAS, Assignor is the Seller under that certain Asset Purchase Agreement, dated as of October 20, 2011, by and among Assignor, each of the stockholders of Hallick Holding and Investment, Inc., a Wisconsin corporation, Mountain Acquisition Corp., a Delaware corporation, and Assignee as Purchaser therein (as may be amended from time to time, the "Purchase Agreement");

WHEREAS, Assignor is the owner of the trademarks and copyrights set forth on Schedule A attached hereto (collectively, the "Assigned Trademarks and Copyrights");

WHEREAS; pursuant to the Purchase Agreement, Assignor desires to sell, convey, assign, transfer and deliver to the Assignee all right, title and interest in and to the Assigned Trademarks and Copyrights, and Assignee desires to accept such assignment of the Assigned Trademarks and Copyrights from Assignor; and

WHEREAS, capitalized terms used herein but not otherwise defined shall have the meaning ascribed to such terms in the Purchase Agreement.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Effective as of the date hereof, Assignor hereby sells, conveys, assigns, transfers and delivers to Assignee, free and clear of all Liens other than Permitted Liens, all of Assignor's right, title and interest in and to the Assigned Trademarks and Copyrights, together with the goodwill of the business in connection with which the Assigned Trademarks and Copyrights are used, all rights to collect royalties, products and proceeds in connection therewith, all rights to sue and bring claims for past, present and future infringement and misappropriation or other violation thereof, and all rights to recover damages (including attorneys' fees) in connection therewith, together with right to file for and own any and all renewals and extensions of the registrations for the Assigned Trademarks and Copyrights that may be secured under any applicable law now or hereafter in effect, and all rights corresponding to the foregoing that may exist in any jurisdiction throughout the world.
2. Further Assurances. From time to time following the date hereof, and without any further consideration or other payment, Assignor shall execute and deliver such other instruments of conveyance, assignment, transfer and delivery and execute and deliver such other documents and take or cause to be taken such other actions as Assignee reasonably may request in order to consummate, complete and carry out the transactions contemplated by this Assignment.

3. Successors. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.
4. Counterparts. This Assignment may be executed in counterparts (including by means of facsimile signature pages), any one of which need not contain the signatures of more than one party, but all such counterparts taken together shall constitute one and the same agreement.
5. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE INTERNAL LAWS, AND NOT THE LAWS OF CONFLICTS, OF THE STATE OF NEW YORK.

*[The remainder of this page intentionally left blank.]*

IN WITNESS WHEREOF, the parties hereto hereby cause this Assignment to be duly executed by their respective authorized officers as of the day and year first above written.

**ASSIGNOR:**

**CUSTOMER POTENTIAL MANAGEMENT  
MARKETING GROUP, INC.**

By: 

Name: JOHN N. WILICH

Title: PRESIDENT CEO

**ASSIGNEE:**

**HEALTH GRADES, INC.**

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

Name: Allen Dodge

Title: Chief Financial Officer

IN WITNESS WHEREOF, the parties hereto hereby cause this Assignment to be duly executed by their respective authorized officers as of the day and year first above written.

**ASSIGNOR:**

**CUSTOMER POTENTIAL MANAGEMENT  
MARKETING GROUP, INC.**

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

**ASSIGNEE:**

**HEALTH GRADES, INC.**

By: Allen Dodge  
Name: Allen Dodge  
Title: Chief Financial Officer

**Schedule A  
Trademarks**

<b>Trademark</b>	<b>Country</b>	<b>App No./Date</b>	<b>Reg. No./Date</b>	<b>Status</b>
CAMPAIGN MANAGER	U.S. Federal	75077567 25-Mar-1996	2146810 24-Mar-1998	Renewed Supplemental Register
DATA FUSION	U.S. Federal	75092546 22-Apr-1996	2206340 01-Dec-1998	Renewed (Registered)
FABRIC OF NETWORKS	U.S. Federal	78929595 14-Jul-2006	3342092 20-Nov-2007	Registered
HEALTH2WORK	U.S. Federal	78681597 29-Jul-2005	3210350 20-Feb-2007	Registered
INSTANT CRM	U.S. Federal	78951655 14-Aug-2006	3607767 14-Apr-2009	Registered
MARKET ANALYST	U.S. Federal	75086622 10-Apr-1996	2133479 27-Jan-1998	Renewed Supplemental Register
PERCEPTUAL PROFILES	U.S. Federal	77001383 18-Sep-2006	3640040 16-Jun-2009	Registered

**Copyrights**

<b>Title</b>	<b>Reg. No./Date</b>
City of East Peoria, IL.	VAu549254 June 12, 2002