

01/23/2012



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RECORDS
TI

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

01/23/12

1. Name of conveying party(ies):

Health Information Designs, Inc.

- Individual(s)
- General Partnership
- Corporation- State: Delaware
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) December 1, 2011

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Health Information Designs, LLC
 Internal Address: _____
 Street Address: 391 Industry Drive
 City: Auburn
 State: Alabama
 Country: United States of America Zip: 36832

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other LLC

Citizenship _____
 If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

See attached sheet

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

See attached sheet

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Mark W. Hodge

Internal Address: Chisenhall, Nestrud & Julian, P.A.

Street Address: 400 West Capitol Ave., Suite 2840

City: Little Rock

State: Arkansas Zip: 72201

Phone Number: (501) 372-5800

Fax Number: (501) 372-4941

Email Address: mhodge@cnjlaw.com

6. Total number of applications and registrations involved:

9

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$240

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

01/24/2012 KNGUYEN1 00000001 3635235
 Deposit Account Number _____ 40.00 OP
 OP FC:8522 _____ 200.00 OP
 Authorized User Name _____

9. Signature:

Mark W. Hodge
Signature

January 19, 2012
Date

Mark W. Hodge, Counsel
Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

5

Continuation of Item 4

Conveying Party: Health Information Designs, Inc.
Receiving Party: Health Information Designs, LLC
Dated: January 19, 2011

| <u>Registered Service Marks/ Trademarks</u> | <u>U.S. Registration No.</u> |
|---|------------------------------|
| Health Information Designs | 3,635,235 |
| HealthExplorer | 3,638,935 |
| SURVEIL | 3,805,973 |
| RxSentry | 3,368,186 |
| RXEXPLORER | 2,917,022 |
| DURBASE | 2,395,098 |
| DISCOVER IT, TRACK IT, RECOVER IT | 3,852,390 |
| PAXpress | 3,860,317 |
| RxPert | 3,054,117 |

ASSIGNMENT OF SERVICEMARKS AND TRADEMARKS

{Health Information Designs, LLC}

THIS ASSIGNMENT OF SERVICEMARKS AND TRADEMARKS (the "Assignment") is made and entered into as of the 1 day of December, 2011, by and between, HDI Holdings, Inc., f/k/a/ HDI Solutions, Inc., an Alabama corporation ("Assignor"), as successor by merger to Health Information Designs, Inc., a Delaware corporation, and Health Information Designs, LLC, an Alabama limited liability company ("Assignee").

RECITALS

WHEREAS, pursuant to the terms and conditions of that certain Agreement and Plan of Merger by and between Assignor and Health Information Designs, Inc., dated October 31, 2011 (the "Plan of Merger"), all the servicemarks, trademarks and trade names of Designs, Inc., together with all other assets, leases and contracts vested in Assignor heretofore utilized in the operation of the business conducted by HDI Inc., and the liabilities related thereto, were transferred by operation of law into Assignor.

WHEREAS, Assignor has agreed to transfer to Assignee all of the assets, leases and contracts vested in Assignor heretofore utilized in the operation of the business conducted by Designs, Inc., including the above-referenced servicemarks, trademarks and tradenames of Designs, Inc. and any liabilities and obligations related thereto, all pursuant to the terms and conditions of the Plan of Merger.

WHEREAS, in accordance with the Plan of Merger, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under Assignor's registered and unregistered domestic and foreign servicemarks, trademarks, trademark applications and trade names received from Designs Inc., including without limitation the servicemarks, trademarks, servicemark and trademark applications and trade names listed on Schedule "A" annexed hereto and incorporated herein by reference (all of the foregoing being referred to herein as the "Marks").

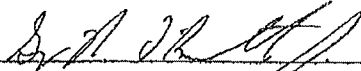
NOW, THEREFORE, Assignor, for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under the Marks, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of any Mark, whether arising prior to or subsequent to the date of this Assignment, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States, Canada and in any other jurisdiction, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Assignment not been made.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment shall be governed by and construed in accordance with the laws of the State of Alabama without giving effect to the principles of conflicts of laws thereof.

IN WITNESS WHEREOF, the parties have authorized and caused its appropriate officer to execute this Assignment of Servicemarks and Trademarks as of the date and year first above written.

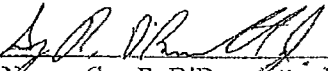
ASSIGNOR:

HDI HOLDINGS, INC.,
F/K/A HDI SOLUTIONS, INC.,
An Alabama corporation

By: 
Name: Guy R. DiBenedetto, Jr.
Title Chief Executive Officer

ASSIGNEE:

HEALTH INFORMATION DESIGNS, LLC,
An Alabama limited liability company

By: 
Name: Guy R. DiBenedetto, Jr.
Title Chief Executive Officer

SCHEDULE A

Health Information Designs, LLC

| <u>Registered Service Marks/ Trademarks</u> | <u>U.S. Registration No.</u> | <u>Date of Registration</u> |
|--|-------------------------------------|--|
| Health Information Designs | 3,635,235 | June 9, 2009 |
| HealthExplorer | 3,638,935 | June 16, 2009 |
| SURVEIL | 3,805,973 | June 22, 2010 |
| RxSentry | 3,368,186 | January 15, 2008 |
| RXEXPLORER | 2,917,022 | January 11, 2005 |
| DURBASE | 2,395,098 | October 17, 2000 1 st Renewal-20100316 |
| DISCOVER IT, TRACK IT, RECOVER IT | 3,852,390 | September 28, 2010* |
| PAXpress | 3,860,317 | October 12, 2010 |
| RxPert | 3,054,117 | January 31, 2006 |

*HID's continuing use of this mark is subject to the attached Consent Agreement by and between Health Information Designs, Inc. and A-Life Medical, Inc., dated on or about February 26, 2011.