

## 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
WisePatient, LLC		02/08/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	SC WisePatient, LLC		
Street Address:	3280 Peachtree Road		
Internal Address:	Suite 600		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30305		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3874763	WISEPATIENT	
CORRESPONDENCE DATA			
Fax Number:	(803)255-9831		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	803-799-2000		
Email:	ip@nelsonmullins.com		
Correspondent Name:	Nelson Mullins Riley & Scarborough LLP		
Address Line 1:	100 North Tryon Street		
Address Line 2:	42nd Floor, IP Department		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	35481/09021		
NAME OF SUBMITTER:	Charles G. Zug		

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Signature:	/Charles G. Zug/
Date:	04/06/2012
Total Attachments: 4 source=WISEPATIENT TM Assignment#page1.tif source=WISEPATIENT TM Assignment#page2.tif source=WISEPATIENT TM Assignment#page3.tif source=WISEPATIENT TM Assignment#page4.tif	

## TRADEMARK ASSIGNMENT

This **Trademark Assignment** (this "Assignment"), dated as of February 9, 2012, is between SC WisePatient, LLC, a Delaware limited liability company ("Buyer"), and WisePatient, LLC, a Delaware limited liability company ("Seller").

Buyer and Seller are parties to the Asset Purchase Agreement (the "Asset Purchase Agreement") dated as of the date of this Assignment. The Asset Purchase Agreement provides for the Seller to sell certain assets of Seller to Buyer, including all of Seller's trademarks.

Accordingly, the parties agree as follows:

(1) **Assignment.** Seller hereby assigns to Buyer, its successors and assigns, all of Seller's rights, title and interest in and to the trademarks set forth on Exhibit A together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of the 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 and in any other jurisdiction, the same to be held and enjoyed by the said Buyer, 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 Seller had this Assignment not been made (the "Marks").

(2) **Further Actions.** Seller shall execute all documents and take all other actions necessary or reasonably requested by Seller to assign all the rights, title and interest in and to the Marks.

(3) **Governing Law.** This Agreement is to be governed by and construed in accordance with the laws of Delaware, without regard to its conflict of law principles.

(4) **Terms of the Purchase Agreement.** The terms of the Asset Purchase Agreement are incorporated herein by reference. This Assignment does not enhance, diminish or modify the rights and obligations of Buyer and Seller under the Asset Purchase Agreement. To the extent any conflict or inconsistency exists between this Assignment and the Asset Purchase Agreement, the Asset Purchase Agreement will control.

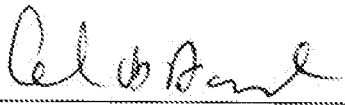
(5) **Execution.** This Assignment may be executed in one or more counterparts, including fax or electronic images, each of which is an original, and all of which constitute only one agreement between the parties.

To evidence the parties' agreement to this Assignment, they have executed and delivered it as of the date set forth in the preamble.

**WISEPATIENT, LLC**

By: \_\_\_\_\_  
Chris Carter, CEO

**SC WISEPATIENT, LLC**  
By: Sharecare, Inc., its Manager

By:   
\_\_\_\_\_  
Colin Daniel, VP, Finance

To evidence the parties' agreement to this Assignment, they have executed and delivered it as of the date set forth in the preamble.

**WISEPATIENT, LLC**

**SC WISEPATIENT, LLC**

**By: Sharecare, Inc., its Manager**

By: *Chris Carter*  
Chris Carter (Feb 8, 2012)  
Chris Carter, CEO

By: \_\_\_\_\_  
Colin Daniel, VP, Finance

**EXHIBIT A**  
**TRADEMARK SCHEDULE**

<b><u>Mark</u></b>	<b><u>Serial No.</u></b>	<b><u>Filing Date</u></b>	<b><u>Registration No.</u></b>	<b><u>Registration Date</u></b>
WisePatient	77874178	November 17, 2009	3874763	November 5, 2010