

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
Epocrates, Inc.		06/15/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	T. Giannulli Technology, Inc.		
Street Address:	4195 E. Thousand Oaks Blvd., Suite 135		
City:	Westlake Village		
State/Country:	CALIFORNIA		
Postal Code:	91362		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77446501	ICHART	
CORRESPONDENCE DATA			
Fax Number:	6509385200		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	650-988-8500		
Email:	trademarks@fenwick.com		
Correspondent Name:	Fenwick & West LLP		
Address Line 1:	801 California Street		
Address Line 2:	Katherine McGowan		
Address Line 4:	Mountain View, CALIFORNIA 94041		
ATTORNEY DOCKET NUMBER:	28128-00070-4292		
NAME OF SUBMITTER:	Katherine McGowan		
Signature:	/Katherine A. McGowan/		

CH \$40.00 77446501

Date:

06/20/2012

Total Attachments: 6

source=Trademark Assignment Agreement from Epocrates to T. Giannulli#page1.tif

source=Trademark Assignment Agreement from Epocrates to T. Giannulli#page2.tif

source=Trademark Assignment Agreement from Epocrates to T. Giannulli#page3.tif

source=Trademark Assignment Agreement from Epocrates to T. Giannulli#page4.tif

source=Trademark Assignment Agreement from Epocrates to T. Giannulli#page5.tif

source=Trademark Assignment Agreement from Epocrates to T. Giannulli#page6.tif

EXHIBIT B

TRADEMARK ASSIGNMENT AGREEMENT

This **TRADEMARK ASSIGNMENT AGREEMENT** (this "*Assignment*") is made and entered into as of June 15, 2012, by and between T. Giannulli Technology, Inc. (dba CareTools) having a place of business at 4195 E. Thousand Oaks Blvd., Suite 135, Westlake Village, California 91362 ("*Assignee*"), and Epocrates, Inc., a Delaware corporation, having a place of business at 1100 Park Place, Suite 300, San Mateo, California 94403 ("*Assignor*").

WHEREAS, Assignor and Assignee are parties to that certain Technology Transfer and Separation Agreement, dated as of even date herewith, pursuant to which Assignee has acquired certain assets of Assignor and to which Assignee is to receive, among other things, all of Assignor's right, title, and interest in and to the trademark listed in Schedule I hereto, together with the goodwill associated with and symbolized by said trademark (such trademark referred herein as the "*Assigned Trademark*").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee each hereby agree as follows:

1. Assignment. Assignor hereby assigns, transfers, conveys, and delivers to Assignee and its successors and assigns, and Assignee hereby purchases and accepts from Assignor, all of its right, title, and interest in, to, and under the Assigned Trademark, including, without limitation, all common law rights to the Assigned Trademark and all registrations that have been or may be granted for any of the Assigned Trademark, together with all common law rights associated with the registrations, and all goodwill associated with the Assigned Trademark and symbolized thereby, together with the right to sue and recover damages for future, present, and past infringements of the Assigned Trademark and to fully and entirely stand in the place of the Assignor in all matters related to the Assigned Trademark.

2. Further Assurances. Assignor agrees to execute and deliver such other documents and to take all such other actions which Assignee, its successors and/or assigns, may reasonably request to effect the terms of this Assignment and to execute and deliver any and all affidavits, testimonies, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required to effect the terms of this Assignment and its recordation in any relevant state and national trademark offices. Assignor's obligations under this Section 2 include, but are not limited to, immediately taking the steps required by each registrar for the Assigned Trademark to effect the recordation of the transfer of the Assigned Trademark's registrations to Assignee. Assignor grants the attorney of record the power to insert on this Assignment any further identification that may be necessary or desirable in order to comply with the rules of the registrar for the Assigned Trademark, for recordation of this document. Assignor represents that Assignor has the rights, titles, and interests to convey as set forth herein, and covenants with Assignee that Assignor has not made and will not hereafter make any assignment, grant, mortgage, license, or other agreement affecting the right, title, and interest herein conveyed.

3. Miscellaneous. This Assignment may not be supplemented, altered or modified in any manner except by a writing signed by all parties hereto. The failure of any party to enforce any terms or provisions of this Assignment shall not waive any of its rights under such terms or provisions. This Assignment shall bind and inure to the benefit of the respective parties and their assigns, transferees and successors. The internal law, without regard for conflicts of laws principles, of the State of California shall govern the validity of this Assignment, the construction of its terms, and the interpretation and enforcement of the rights and duties of the parties hereto. This Assignment may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed will be deemed to be an original but all of which taken together will constitute one and the same agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, this Trademark Assignment Agreement has been executed as of the date and year first above written.

Assignor:

Assignee:

EPOCRATES, INC.

T. GIANNULLI TECHNOLOGY, INC.

By: *Patrick D Spangler*
(signature)

By: _____
(signature)

Name: Patrick D Spangler
(please print name)

Name: _____
(please print name)

Title: CFO

Title: _____

IN WITNESS WHEREOF, this Trademark Assignment Agreement has been executed as of the date and year first above written.

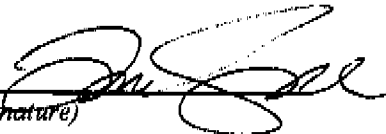
Assignor:

Assignee:

EPOCRATES, INC.

T. GIANNULI TECHNOLOGY, INC.

By: _____
(signature)

By: 
(signature)

Name: _____
(please print name)

Name: TOM GIANNULI
(please print name)

Title: _____

Title: PRESIDENT

SCHEDULE I

ASSIGNED TRADEMARK

Trademark Registrations

<u>TRADEMARK</u>	<u>COUNTRY</u>	<u>REGISTRATION NUMBER OR SERIAL NUMBER</u>	<u>FILING DATE</u>	<u>REGISTRATION DATE</u>
iChart	U.S.A.	77446501	April 11, 2008	July 14, 2009

ACKNOWLEDGMENT

(_____ State)

State of New Jersey)
County of Mercer)

On 6/15/12, before me, Matthew Kammer, personally appeared Patrick Spangler and _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of New York that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Matthew Kammer
Notary Public

MATTHEW A. KAMMER
NOTARY PUBLIC - STATE OF NEW YORK
NO. 02KAB123975
QUALIFIED IN NEW YORK COUNTY
COMMISSION EXPIRES 03/21/13

ACKNOWLEDGMENT
(_____ State)

State of CALIFORNIA)
County of VENTURA)

On 6/15/12, before me, MICHAEL ANDRADE, personally appeared TOM GIANNOLI and _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of CALIFORNIA that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]
Notary Public

