

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
T. Giannulli Technology, Inc.		06/15/2012	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	CareTools, Inc.		
Street Address:	111 Academy Drive, Suite 250		
City:	Irvine		
State/Country:	CALIFORNIA		
Postal Code:	92617		
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 A. McGowan		
Signature:	/Katherine A. McGowan/		

CH \$40.00 77446501

Date:

06/21/2012

Total Attachments: 7

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this “*Assignment*”) is made and entered into as of June 15, 2012, by and between Kareo, Inc., having a place of business at 111 Academy Drive, Suite 250, Irvine, CA 92617 (“*Parent*”), CareTools, Inc., a California corporation and wholly-owned subsidiary of Assignee (the “*Assignee*”) and T. Giannulli Technology, Inc. (dba CareTools) having a place of business at 4195 E. Thousand Oaks Blvd., Suite 135, Westlake Village, CA 91362 (“*Assignor*”).

WHEREAS, the Parent, Assignor and the Assignee are parties to that certain Asset Purchase Agreement, dated as of even date herewith, pursuant to which Assignee has acquired the assets of Assignor and to which Assignee is to receive, among other things, all of the Assignor’s right, title, and interest in and to the trademarks listed in Schedule I hereto, together with the goodwill associated with and symbolized by said trademarks (such trademark referred herein as the “*Assigned Trademarks*”).

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

1. Assignment. Assignor hereby assigns, transfers, conveys, and delivers to the Assignee and its successors and assigns, and Parent and the Assignee hereby purchases and accepts from the Assignor, all of its right, title, and interest in, to, and under the Assigned Trademarks, including, without limitation, all common law rights to the Assigned Trademarks, including those for which no applications or registrations exist, all applications to register any of the Assigned Trademarks, and all registrations that have been or may be granted for any of the Assigned Trademarks, together with all common law rights associated with the applications and registrations, and all goodwill associated with the Assigned Trademarks and symbolized thereby, together with the right to sue and recover damages for future, present, and past infringements of the Assigned Trademarks and to fully and entirely stand in the place of the Assignor in all matters related to the Assigned Trademarks.

2. Further Assurances. Assignor agrees to execute and deliver such other documents and to take all such other actions which Parent or Assignee, their 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 Trademarks to effect the recordation of the transfer of the Trademarks’ 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 any entity including but not limited to the United States or foreign governments, 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 the 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. Capitalized terms used without definitions in this Assignment shall have the same meanings ascribed to such capitalized terms in the Purchase Agreement. This Assignment shall be construed and interpreted in accordance with the Purchase Agreement. Nothing in this Assignment shall, or shall be deemed to, modify or otherwise affect any provisions of the Purchase Agreement or affect or modify any of the rights or obligations of the parties under the Purchase Agreement. In the event of any conflict between the provisions hereof and the provisions of the Purchase Agreement, the provisions of the Purchase Agreement shall govern and control. 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.

BUYER:

KAREO, INC.

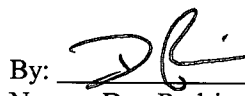
By: 
Name: Dan Rodrigues
Title: President and CEO
Address:

SELLER:

**T. GIANNULLI TECHNOLOGY, INC.
(D/B/A CARETOOLS)**

By: _____
Name:
Title:
Address: 4895 E. Thousand Oaks Blvd.,
Suite 135, Encino, CA 91316

CARETOOLS, INC.

By: 
Name: Dan Rodrigues
Title: President and CEO
Address:

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


BUYER:

KAREO, INC.

By: _____
Name: Dan Rodrigues
Title: President and CEO
Address:

SELLER:

**T. GIANNULLI TECHNOLOGY, INC.
(D/B/A CARETOOLS)**

By: 
Name: Tom Giannulli
Title: PRESIDENT
Address: 4895 E. Thousand Oaks Blvd.,
Suite 135, Encino, CA 91316

CARETOOLS, INC.

By: _____
Name: Dan Rodrigues
Title: President and CEO
Address:

SCHEDULE I

ASSIGNED TRADEMARKS

Trademark Registrations

<u>TRADEMARK</u>	<u>COUNTRY/S TATE</u>	<u>REGISTRATIO N NUMBER OR SERIAL NUMBER</u>	<u>FILING DATE</u>	<u>REGISTRATION DATE (IF APPLICABLE)</u>
iChart	U.S.A.	77446501	April 11, 2008	July 14, 2009

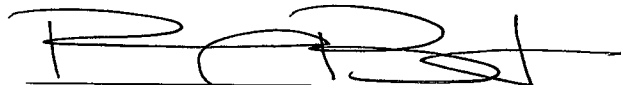
ACKNOWLEDGMENT
(California State)

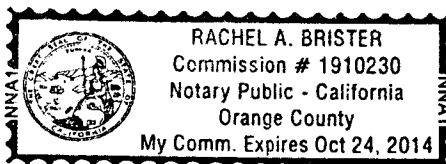
State of California)
County of Orange)

On June 12, 2012, before me, Rachel A. Brister
Notary Public, personally appeared Dan
N/A, Rodrigues 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.


Notary Public



ACKNOWLEDGMENT

(_____ State)

State of CALIFORNIA)
County of VENTURA)

On 6/15/12, before me, MICHAEL ANDRADE, personally appeared TOM GLANNULLI 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.

Michael D. Andrade
Notary Public

