

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
STERICYCLE, INC.		12/30/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	NOTIFYMD, INC.		
Street Address:	318 Seaboard Lane		
City:	Franklin		
State/Country:	TENNESSEE		
Postal Code:	37067		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	1773151	THE ONLY ANSWER FOR HEALTHCARE	
Registration Number:	2874192	A HEALTHIER WORLD...ONE CALL AT A TIME	
Registration Number:	2952798	RESPONSE ACTION RESULTS	
Registration Number:	1475217	MEDFONE	
CORRESPONDENCE DATA			
Fax Number:	3123214299		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	312-321-4200		
Email:	officeactions@brinkshofer.com, rrios@brinkshofer.com, hmichael@brinkshofer.com		
Correspondent Name:	Howard S. Michael		
Address Line 1:	P.O. Box 10395		
Address Line 4:	Chicago, ILLINOIS 60610		
ATTORNEY DOCKET NUMBER:	14618/3, 4, 5, 6		

CH \$115.00 1773151

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**TRADEMARK
 REEL: 004814 FRAME: 0848**

NAME OF SUBMITTER:	Howard S. Michael
Signature:	/HSM/
Date:	07/05/2012
Total Attachments: 3 source=Assignment Stericycle - NOtifyMD#page1.tif source=Assignment Stericycle - NOtifyMD#page2.tif source=Assignment Stericycle - NOtifyMD#page3.tif	

Bill of Sale and Assignment

This Bill of Sale and Assignment is made by Stericycle, Inc., a Delaware corporation ("Stericycle"), to and in favor of its wholly-owned subsidiary, NotifyMD, Inc., a Delaware corporation ("NotifyMD"). Stericycle has acquired the Acquired Assets of Medfone Inc., a New York corporation (the "Company"), in connection with the transactions contemplated by the Asset Purchase Agreement dated as of December 30, 2010 (the "Purchase Agreement") entered into by Stericycle, the Company, Jay Weinstein, and Jay Moses. This Bill of Sale and Assignment shall be effective immediately after the Closing and the transfer of the Acquired Assets to Stericycle in accordance with the Purchase Agreement.

Capitalized terms used in this Bill of Sale and Assignment without being defined have the same meanings that they have in the Purchase Agreement.

For value received, the receipt and sufficiency of which are hereby acknowledged, Stericycle grants, bargains, sells, delivers, transfers, assigns and conveys to NotifyMD, its successors and assigns, all of its right, title and interest in, to and under the Acquired Assets, including, but not limited to, all of its right, title, interest and estate in, to, and under the following:

- (a) its interest in all of its Customer Contracts and Customer Accounts, including the Customer Contracts and Customer Accounts listed on Schedule 4.12(a)(1), and its customer lists and all of its other customer information for the Business;
- (b) its Accounts Receivable, but solely to the extent that they are included in the Closing Date Working Capital;
- (c) all of its Proprietary Intellectual Property and Licensed Intellectual Property and the associated goodwill and rights to recover for past or future infringements;
- (d) its interest in all of its telecommunications services contracts;
- (e) all Software used in the operation of the Business;
- (f) all tools used in the operation of the Business including, without limitation, manuals, processes, permits, procedures, and similar items;
- (g) all of its Equipment, including the Equipment listed on Schedule 4.9(a)(2);
- (h) all of its Inventory;
- (i) to the extent assignable, all of its Permits;

- (j) all of its Books and Records relating to any of the Acquired Assets;
- (k) its interest in the leasehold under each of the Facility Leases and all of the improvements, fixtures and other Equipment, if any, located on the premises;
- (l) its interest in the Equipment Leases listed on Schedule 4.12(a)(2) and in the Contracts, if any, listed on Schedule 2.5(a)(2)(B);
- (m) to the extent assignable, its interest in all warranties and guaranties relating to the operation or performance of its Equipment;
- (n) to the extent assignable, its interest as a beneficiary in all unexpired employee, subcontractor and other confidentiality agreements, nonsolicitation agreements and covenants not to compete;
- (o) all of its goodwill related to the Business, including its interest in all telephone and telecopier numbers and related listings in telephone books and directories and in all domain names and registrations, including www.medfone.com and all email addresses thereunder, and the right to use all names used in the conduct of the Business including, without limitation, "Medfone Inc.";
- (p) all of its claims, causes of action and rights of setoff, recovery or recoupment related to the Business (other than those related to Unassumed Liabilities); and
- (q) all of the other assets that it uses or holds for use in the operation of the Business.

To have and to hold the Acquired Assets unto NotifyMD, its successors and assigns forever.

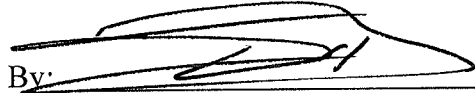
This Bill of Sale and Assignment does not convey any right, title or interest in the Excluded Assets.

Dated: December 30, 2010

[Signature page follows]

IN WITNESS WHEREOF, Stericycle has executed this Bill of Sale and Assignment.

Stericycle, Inc.

By: 

Frank J.M. ten Brink
Executive Vice President and
Chief Financial Officer

[Signature Page to Bill of Sale and Assignment]