

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
Sentry Health Monitors LLC		10/24/2011	LIMITED LIABILITY COMPANY: UTAH
RECEIVING PARTY DATA			
Name:	Merge SH Holdings Inc.		
Street Address:	900 Walnut Ridge Drive		
City:	Hartland		
State/Country:	WISCONSIN		
Postal Code:	53029		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2495117	LIFECLINIC	
Registration Number:	2495115	LIFECLINIC	
Registration Number:	2495116	LIFECLINIC	
CORRESPONDENCE DATA			
Fax Number:	4142770656		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	414-271-6560		
Email:	mkbeyer@michaelbest.com		
Correspondent Name:	Ariana G. Voigt		
Address Line 1:	100 East Wisconsin Avenue, Suite 3300		
Address Line 4:	Milwaukee, WISCONSIN 53202		
ATTORNEY DOCKET NUMBER:	026436-5119		
NAME OF SUBMITTER:	Ariana G. Voigt		

OP \$90.00 2495117

Signature:	/ariana g voigt/
Date:	10/05/2012
Total Attachments: 6 source=MergeSH#page1.tif source=MergeSH#page2.tif source=MergeSH#page3.tif source=MergeSH#page4.tif source=MergeSH#page5.tif source=MergeSH#page6.tif	

GENERAL ASSIGNMENT OF INTELLECTUAL PROPERTY

WHEREAS, pursuant to that certain Asset Purchase Agreement made as of the date hereof (the "**Purchase Agreement**") by and among **Sentry Health Monitors LLC**, a Utah limited liability company (the "Assignor"), and **Merge SH Holdings Inc.**, a Delaware Corporation (the "**Assignee**"), the Assignor has agreed to sell, transfer and assign to the Assignee the Purchased Assets, including all Intellectual Property (as such terms are defined in the Purchase Agreement), and

WHEREAS, the Intellectual Property includes, without limitation, the patents, trademarks (all of which have been duly registered with the United State Patent and Trademark Office, except as disclosed in the Purchase Agreement) and domain names listed on **Schedule A** hereto,

NOW, THEREFORE, for good and valuable consideration set forth in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, it is agreed as follows:

1. Assignment. Assignor hereby transfers, conveys and assigns to the Assignee all of its right, title and interest in and to the Intellectual Property, including the right to secure such rights under the laws of any other country, throughout the world that are associated with the Intellectual Property (if any), and the right to sue and to bring any action or proceeding with respect to the Intellectual Property.
2. Further Assurances. Assignor covenants and agrees that it will from time to time and at all times hereafter, upon request and expense of the Assignee, its successors or assigns, perform all reasonable, lawful acts and things and make, execute and deliver any and all other instruments in writing, further applications, papers, affidavits, assignment and other documents which are reasonably necessary to secure and vest in the Assignee, its successor and assigns, the Assignor's entire right, title and interest in and to the Intellectual Property as aforesaid and /or all of the rights, titles, benefits, privilege and advantages hereby sold, assigned, transferred and conveyed. All legal or other professional fees which may be reasonably incurred after the execution of the Purchase Agreement which shall be associated with the Further Assurances provided herein this Section shall be borne by Assignee to the extent so provided in the Purchase Agreement.
3. Post-Closing. Assignor covenants and agrees to immediately cease all use of the Intellectual Property and any confusingly similar variations or derivations thereof, whether as a corporate name, trade name, brand name, trademark, domain name, email address, or in any way as a source identifier of Assignor's business or in any and all others manners except where legally required to identify the Assignor or where reasonably necessary to perform Assignor's obligations under the Purchase Agreement.

4. General. This General Assignment of Intellectual Property shall be subject to the terms and conditions of the Purchase Agreement, and the Purchase Agreement shall prevail to the extent of any conflicts between this Agreement and the Purchase Agreement. This General Assignment of Intellectual Property is to be governed by and construed in all respects in accordance with the laws of the State of Delaware.

[Signature lines are on the following page.]

IN WITNESS WHEREOF, each of the Assignors has caused this General Assignment of Intellectual Property be executed by its duly authorized officer on the 24th day of October, 2011.

SENTRY HEALTH MONITORS, LLC

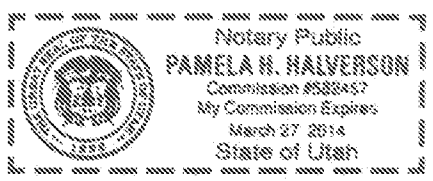
By: *A. C. Bell*
Its: CEO

MERGE SH HOLDINGS, INC.

By: *J. Dearborn*
Its: Justin Dearborn
President and CFO

Andrew C. Bobbington signed before me, *Pamela H. Halverson* Notary Public, this 24 day of October, 2010 in the County of Salt Lake in the State of Utah.
2011

Signature: *Pamela H. Halverson*
Official Seal:



[General Assignment of Intellectual Property]

SCHEDULE A

PATENTS

Registrant	Patent Title	Country	Register	App/Ref No.	Patent/ Register No.	Status
Lifeclicnic.com Corporation	Communication of Kiosk	US	USPTO	09/654,152	N/A	Pending
HGI, Inc.	Blood Pressure Monitor w/ Compensation for Physique and Method of Use	US	USPTO	07/422816	4998534	Expired
HGI, Inc.	BP Testing Kiosk (Design)	US	USPTO	D371844	D371844	Expired
HGI, Inc.	User Releasable and Adjustable Blood Pressure Cuff and Method	US	USPTO	09775314	6471657	Lapsed

SCHEDULE A (continued)

TRADEMARKS

Schedule 4.21(a) - Trademarks			
Country	Reg. #	Mark	
Canada	644713	LIFECLINIC	
Canada	645153	LIFECLINIC.COM	
European Community	1949601	LIFECLINIC	
European Community	9495871	LIFECLINIC	
Japan	4539119	LIFECLINIC	
Japan	4566554	LIFECLINIC*	
Japan	4568288	LIFECLINIC*	
United States	2495115	LIFECLINIC	
United States	2495116	LIFECLINIC	
United States	2495117	LIFECLINIC	
United States	2550609	LIFECLINIC.COM	
United States	2505261	LIFECLINIC.COM	
United States	2505262	LIFECLINIC.COM	
United States	1079774	VITA-STAT	
United States	3399922	GROUP-STAT	
United States	3078487	Better Health Through Awareness	
*Owned by Spacelabs, have docs to transfer			
Additionally, Lifeclinic had a pending US trademark application no. 77/895,963 for the mark HEALTH COMMUNICATOR. The application was approved and published without opposition. A statement of use was not filed by Lifeclinic within six months attesting to use in commerce and so the mark has been abandoned or cancelled.			

SCHEDULE A (continued)

DOMAIN NAMES

	Domain Name	Description	Status	Expiration Date
1	accuracyofbloodpressuremonitors.com	accuracyofbloodpressuremonitors.com	ACTIVE	1/7/2014
2	bloodpressure.com	bloodpressure.com	ACTIVE	3/16/2018
3	bloodpressureaccuracy.com	bloodpressureaccuracy.com	ACTIVE	1/7/2014
4	bloodpressurekiosks.com	bloodpressurekiosks.com	ACTIVE	6/1/2015
5	bloodpressuremachines.net	bloodpressuremachines.net	ACTIVE	8/23/2018
6	bloodpressuremedications.net	bloodpressuremedications.net	ACTIVE	8/2/2012
7	bloodpressuremonitoraccuracy.com	bloodpressuremonitoraccuracy.com	ACTIVE	1/7/2014
8	bloodpressureprescription.com	bloodpressureprescription.com	ACTIVE	8/2/2012
9	bloodpressureprescriptions.com	bloodpressureprescriptions.com	ACTIVE	8/2/2012
10	bloodpressurereliability.com	bloodpressurereliability.com	ACTIVE	1/7/2014
11	bloodpressuretest.net	bloodpressuretest.net	ACTIVE	8/2/2012
12	bloodpressuretesting.net	bloodpressuretesting.net	ACTIVE	8/2/2012
13	bloodpressuretests.com	bloodpressuretests.com	ACTIVE	8/2/2012
14	freebloodpressure.com	freebloodpressure.com	ACTIVE	8/2/2012
15	freebloodpressuretest.com	freebloodpressuretest.com	ACTIVE	8/2/2012
16	freebloodpressuretesting.com	freebloodpressuretesting.com	ACTIVE	8/2/2012
17	freebloodpressuretests.com	freebloodpressuretests.com	ACTIVE	8/2/2012
18	group-stat.com	group-stat.com	ACTIVE	12/21/2017
19	group-stat.net	group-stat.net	ACTIVE	10/30/2011
20	groupstat.com	groupstat.com	ACTIVE	12/21/2017
21	healthguard.net	healthguard.net	ACTIVE	12/22/2011
22	healthmonitors.net	healthmonitors.net	ACTIVE	6/1/2015
23	healthstations.com	healthstations.com	ACTIVE	1/19/2012
24	healthstations.com	healthstations.com		
25	life-clinic.com	life-clinic.com	ACTIVE	1/28/2017
26	life-clinic.net	life-clinic.net	ACTIVE	1/28/2017
27	life-clinic.org	life-clinic.org	ACTIVE	1/29/2017
28	lifeclinic.biz	lifeclinic.biz	ACTIVE	11/18/2017
29	lifeclinic.com	lifeclinic.com	ACTIVE	8/24/2012
30	lifeclinic.net	lifeclinic.net	ACTIVE	8/24/2012
31	lifeclinic.org	lifeclinic.org	ACTIVE	8/24/2012
32	lifeclinic.us	lifeclinic.us	ACTIVE	4/29/2017
33	lifeclinicasia.com	lifeclinicasia.com	ACTIVE	8/19/2018
34	lifeclinicaustralia.com	lifeclinicaustralia.com	ACTIVE	8/19/2018
35	lifeclinicinternational.com	lifeclinicinternational.com	ACTIVE	1/13/2019
36	lifecliniclatinamerica.com	lifecliniclatinamerica.com	ACTIVE	8/19/2018
37	lifeclinicmonitors.com	lifeclinicmonitors.com	ACTIVE	6/1/2015
38	lifeclinicsteps.com	lifeclinicsteps.com	ACTIVE	12/15/2018
39	lifeclinicsteps.info	lifeclinicsteps.info	ACTIVE	8/6/2019
40	lifeclinicsteps.mobi	lifeclinicsteps.mobi	ACTIVE	8/6/2019
41	lifeclinicsteps.net	lifeclinicsteps.net	ACTIVE	12/15/2018
42	lifeclinicsteps.org	lifeclinicsteps.org	ACTIVE	8/6/2019
43	lifeclinicsteps.us	lifeclinicsteps.us	ACTIVE	8/5/2019
44	localcancernet.com	localcancernet.com	ACTIVE	10/6/2017
45	localdiabetesnet.com	localdiabetesnet.com	ACTIVE	10/6/2017
46	localeldernet.com	localeldernet.com	ACTIVE	10/6/2017
47	localhypertensionnet.com	localhypertensionnet.com	ACTIVE	10/6/2017
48	pharmacybloodpressuremachine.com	pharmacybloodpressuremachine.com	ACTIVE	1/7/2014