

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
UPMC		10/12/2012	non-profit corporation: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	SmartRoom Acquisition, LLC		
Street Address:	336 Fourth Avenue		
Internal Address:	The Times Building		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15222		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3938249	SMARTROOM	
CORRESPONDENCE DATA			
Fax Number:	4123556501		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	412-355-8619		
Email:	PITRADEMARKS@KLGATES.COM		
Correspondent Name:	K&L GATES LLP - Christine R. Ethridge		
Address Line 1:	210 SIXTH AVENUE		
Address Line 2:	K&L Gates Center		
Address Line 4:	Pittsburgh, PENNSYLVANIA 15222-2613		
ATTORNEY DOCKET NUMBER:	0233860.00217		
NAME OF SUBMITTER:	Christine R. Ethridge		

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Signature:	/Christine R. Ethridge/
Date:	11/02/2012
Total Attachments: 4 source=TM-Assignment-UPMC-SmartRoom#page1.tif source=TM-Assignment-UPMC-SmartRoom#page2.tif source=TM-Assignment-UPMC-SmartRoom#page3.tif source=TM-Assignment-UPMC-SmartRoom#page4.tif	

*Execution Version***TRADEMARK ASSIGNMENT AGREEMENT**

This Trademark Assignment Agreement (this "**Assignment**"), dated as of October 12, 2012, is entered into by UPMC, a Pennsylvania non-profit corporation having offices at 600 Grant Street, US Steel Tower, 60th Floor, Pittsburgh, PA 15219 ("**UPMC**") and SmartRoom Acquisition, LLC, a Delaware limited liability company having offices located at The Times Building, 336 Fourth Avenue, Pittsburgh, PA 15222 ("**Assignee**").

For and in consideration of the sum of One Dollar (\$1.00) and other good consideration, the receipt and sufficiency of which are hereby acknowledged, UPMC and Assignee, intending to be legally bound by this Assignment, agree as set forth below.

1. Conveyance. UPMC hereby grants, assigns, sells, transfers, conveys, sets over and quitclaims effective as of October 12, 2012 to Assignee its successors and assigns, its entire right, title and interest whatsoever, throughout the world, in and to all of the trademarks and service marks set forth on Exhibit A, attached hereto and made a part hereof, together with the goodwill of the business symbolized thereby and all claims for profits or damages due or accrued by reason of past, present, or future infringements of such marks, with the right to sue for, and collect the same for Assignee's own use and benefit (the "**Trademarks**").

2. No Encumbrances; Title. The Trademarks are conveyed hereby free and clear of all debt, mortgages, debt, mortgages, liens, security interests and other encumbrances. UPMC warrants to Assignee good, marketable, and exclusive beneficial and legal title to the Trademarks.

3. Further Assurances. UPMC, for itself and its successors and assigns, will execute and deliver to Assignee, at Assignee's cost and expense, such instruments of sale, transfer, conveyance, and such consents, assurances, powers of attorney and other instruments and will take such other actions as may be requested by Assignee in order to vest in Assignee all right, title and interest of UPMC in and to the Trademarks and otherwise carry out the purpose and intent of this Assignment.

4. Binding Effect. This Assignment and all the rights and powers granted by this Assignment shall bind and inure to the benefit of the parties and their respective successors and assigns.

5. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to its conflict of law doctrines.

6. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, UPMC has caused this Assignment to be signed by a duly authorized officer.

UPMC (Assignor)

By:

[Handwritten Signature]

Printed name:

ROBERT A. DEMICHIELI

Title:

SA. VP & CFO

Date:

10/12/12

ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF ALLEGHENY)

Acknowledged before me, a Notary Public, within and for said County and State.
WITNESS my hand and notarial seal this 12th day of OCTOBER, 2012.

My Commission Expires:

8/22/13

Resident of

ALLEGHENY

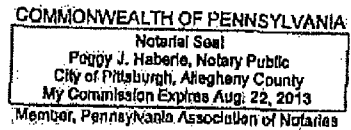
County

[Handwritten Signature]

Notary Public

Peggy J. Haberle

Printed Name



Assignee's Signature to Trademark Assignment
SmartRoom Acquisition, LLC. (Assignee)

By: [Signature]

Printed name: Kirk Stephen

Title: CEO

Date: 10.15, 12

ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF ALLEGHENY)

Acknowledged before me, a Notary Public, within and for said County and State.
WITNESS my hand and notarial seal this 15 day of October, 2012.

My Commission Expires:

June 3, 2014
Resident of Allegheny County

[Signature]
Notary Public
Adele L. Bonassi
Printed Name

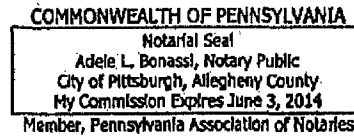


Exhibit A

U.S. Trademark Registration No. 3,938,249 granted March 29, 2011 for SMARTROOM

The full extent of Assignor's common law rights in the following marks:

SmartBoard

Patient Experience

Caregiver Portal