

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
	Pacific Partners Management Services, Inc.		12/14/2012	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA				
Name:	Health Access Solutions, Inc.			
Street Address:	1051 E Hillsdale Blvd.			
Internal Address:	Ste. 750			
City:	Foster City			
State/Country:	CALIFORNIA			
Postal Code:	94404			
Entity Type:	CORPORATION: DELAWARE			
PROPERTY NUMBERS Total: 3				
	Property Type	Number	Word Mark	
	Registration Number:	3866705	HEALTH ACCESS SOLUTIONS THE CLINICAL GROUPWARE COMPANY	
	Registration Number:	3866701	HEALTH ACCESS SOLUTIONS	
	Registration Number:	3866682	HEALTH ACCESS SOLUTIONS	
CORRESPONDENCE DATA				
Fax Number:	6504936811			
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	650-493-9300			
Email:	ckahn@wsgr.com			
Correspondent Name:	WILSON SONSINI GOODRICH & ROSATI			
Address Line 1:	650 Page Mill Road			
Address Line 4:	Palo Alto, CALIFORNIA 94304			
ATTORNEY DOCKET NUMBER:	43225-007/CK9			

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NAME OF SUBMITTER:	Leslie Y. Liang
Signature:	/Leslie Y. Liang/
Date:	01/18/2013
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EXHIBIT A

TRADEMARK ASSIGNMENT FOR RECORDAL

This ASSIGNMENT is entered into as of December 14, 2012, with an effective date of January 1, 2013 (the "Effective Date"), by and between Pacific Partners Management Services, Inc., a California corporation ("Assignor") and Health Access Solutions, Inc., a Delaware Corporation ("Assignee").

WHEREAS, Assignor is the sole and exclusive owner of the registered trademarks and/or pending applications for trademark registration shown in Schedule 1 hereto, and intellectual property rights residing in the foregoing, including copyrights and design rights, as well as all other proprietary rights in other trademarks, trade dress, product configurations and Internet Properties associated with the products and/or services in conjunction with which those registered trademarks and pending applications are used (collectively, the "Trademarks").

WHEREAS, Assignor has agreed that the rights, titles and interests in and to the Trademarks shall be assigned to Assignee for the consideration set forth in the Separation Agreement.

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

1. Assignor hereby perpetually, irrevocably and unconditionally sells, assigns, transfers and conveys to Assignee all of its rights, titles, and interests in and to the said Trademarks, for all of the goods and/or services included in the relevant registrations or applications or in conjunction with which the Trademarks are used, as successor to the business of Assignor to which the Trademarks relate, together with the goodwill of the business associated with and symbolized by the Trademarks and the right to bring actions and claim relief in respect of any infringement or other violation of rights with respect to any of the Trademarks occurring prior to the date hereof.

2. Assignor hereby authorizes and requests the United States Commissioner of Patents and Trademarks and any other applicable government authority to record Assignee as the assignee and owner of the Trademarks, and issue any and all registrations thereon to Assignee, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee and its successors, assigns or other legal representatives. Assignor agrees that it will cooperate fully with Assignee in completing any further documents which shall be reasonably requested by Assignee in order to complete the assignment of rights, titles and interests to the Trademarks; and Assignor hereby covenants that it has full right to convey all right, title and interest herein assigned, and that it has not executed, and will not execute, any agreements inconsistent herewith.

SCHEDULE 1

Trademarks

Mark	Serial Number	Registration Number
HEALTH ACCESS SOLUTIONS THE CLINICAL GROUPWARE COMPANY	77902438	3866705
HEALTH ACCESS SOLUTIONS	77901474	3866701
HEALTH ACCESS SOLUTIONS	77892080	3866682
ACCESS EXPRESS	--	--

WHEREFORE, the Parties have signed this IP Assignment and Assumption Agreement effective as of the date first set forth above.

PACIFIC PARTNERS MANAGEMENT SERVICES, INC.

HEALTH ACCESS SOLUTIONS, INC.

By: 

By: _____

Name: ELLIS WEEBER

Name: _____

Title: PRESIDENT

Title: _____

[Signature Page to IP Assignment and Assumption Agreement]

WHEREFORE, the Parties have signed this IP Assignment and Assumption Agreement effective as of the date first set forth above.

PACIFIC PARTNERS MANAGEMENT SERVICES, INC.

HEALTH ACCESS SOLUTIONS, INC.

By: _____

By: Randall D. Frakes

Name: _____

Name: Randall D. Frakes

Title: _____

Title: Chief Executive Officer

[Signature Page to IP Assignment and Assumption Agreement]