

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
Docusys, Inc.		03/25/2010	CORPORATION:
RECEIVING PARTY DATA			
Name:	Merge eMed, Inc.		
Street Address:	6737 W. Washington Street		
City:	Milwaukee		
State/Country:	WISCONSIN		
Postal Code:	53214		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3373760	DOCUPUMP	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	lmkonkel@michaelbest.com		
Correspondent Name:	Michael Best & Friedrich LLP		
Address Line 1:	One South Pinckney Street		
Address Line 2:	Suite 700		
Address Line 4:	Madison, WISCONSIN 53701		
ATTORNEY DOCKET NUMBER:	026436-9113		
NAME OF SUBMITTER:	Laura M. Konkel		
Signature:	/Laura M. Konkel/		
Date:	06/08/2013		

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THIS ASSET PURCHASE AGREEMENT is made the 25th day of March, 2010

BETWEEN:

Merge eMed Inc., a corporation governed by the laws of Delaware

(the "Buyer")

- and -

DocuSys, Inc., a corporation governed by the laws of Delaware
and PMP Acquisition, LLC, a limited liability company governed
by the laws of Delaware and a wholly owned subsidiary of
DocuSys, Inc.

(individually or collectively, as the case may be, the "Seller")

RECITALS:

- A. The Seller carries on the Business.
- B. The Seller has agreed to sell to the Buyer and the Buyer has agreed to purchase from the Seller substantially all of the assets of and relating to the Business, on the terms and conditions of this Agreement.

THEREFORE the parties agree as follows:

**ARTICLE 1
DEFINITIONS AND PRINCIPLES OF INTERPRETATION**

1.1 Definitions

Whenever used in this Agreement the following words and terms have the meanings set out below:

“Intellectual Property” means any intellectual property and all rights therein and thereto owned by the Seller or used in carrying on the Business, including without limitation (a) all inventions (whether patentable or un-patentable and whether or not reduced to practice), all improvements thereto, and all patents, patent applications and patent disclosures, together with all re-issuances, continuations, continuations-in-part, revisions,

extensions and re-examinations thereof, (b) all trademarks, service marks, trade dress, logos, trade names, corporate names (including the name "DocuSys, Inc."), and domain names, together with all translations, adaptations, derivations and combinations thereof and including all goodwill associated therewith, and all applications, registrations and renewals in connection therewith, (c) all works of authorship and other copyrightable works, including the DocuSys Software and all other software, databases, and similar products, all copyrights and all applications, registrations and renewals in connection therewith, (d) all mask works and all applications, registrations and renewals in connection therewith, (e) all trade secrets and confidential business information (including ideas, research and development, know-how, formulas, compositions, manufacturing and production processes and techniques, technical data, designs, drawings, specifications, customer and supplier lists, pricing and cost information and business and marketing plans and proposals), and (f) all copies and tangible embodiments thereof (in whatever form or medium);

“Purchased Assets” means all of the Seller’s right, title and interest in, to and under, or relating to, the assets, property and undertaking, owned or used or held by Seller for use in, or relating to the operation of, the Business, including the following properties, assets and rights:

- (f) the Intellectual Property (including all trademarks, copyrights, and patents);
- (g) the Goodwill;

(l) all other rights, properties and assets of the Seller used in or held by the Seller or its Affiliates for use in or relating to the operation of the Business, of whatsoever nature or kind and wherever situated;

other than the Excluded Assets;

1.5 Schedules

The schedules to this Agreement, as listed below, are an integral part of this Agreement:

Schedule

Description

Schedule

Description

Schedule 4.21(a)

Intellectual Property

**ARTICLE 2
PURCHASE AND SALE**

2.1 Purchase and Sale of Purchased Assets

Subject to the provisions of this Agreement, the Seller hereby sells, transfers and assigns to the Buyer, and the Buyer hereby purchases and accepts assignment of the Purchased Assets, in consideration of the Purchase Price.

2.2 Transfer and Delivery of Purchased Assets

The Seller hereby agrees to deliver to the Buyer all such bills of sale, assignments, instruments of transfer, consents and other documents as are necessary or desirable to effectively transfer to the Buyer the Purchased Assets and hereby delivers up to the Buyer possession of the Purchased Assets, free and clear of all Encumbrances (other than Permitted Encumbrances).


4.21 Intellectual Property

(a) Schedule 4.21(a) sets forth a complete list and a brief description of all Intellectual Property which has been registered, or for which applications for registration have been filed, by or on behalf of the Seller in any jurisdiction.


[Signature lines are on the following page.]

IN WITNESS OF WHICH the Parties have executed this Agreement.


DOCUSYS, INC.

Per: 
Name: Robert E. Watson
Title: President and Chief Executive Officer

PMP ACQUISITION, LLC

Per: 
Name: Robert E. Watson
Title: President

MERGE eMED, INC.

Per: 
Name: Justin Dearborn
Title: CEO

SCHEDULE 4.21a**Intellectual Property****Patents - Issued**

1. U.S. Utility Patent No. 5,651,775 – Medication Delivery and Monitoring System: Discloses a drug administration system being marketed by DocuSys under the name DocuJect[®]. The system incorporates the use of a Syringe Label Cradle (SLC), which supports a drug-loaded syringe. The SLC is provided with machine-readable information such as drug identification, expiration date, drug administration information and the like. Issued July 29, 1997.
2. U.S. Re-Issued Patent No. RE38,189 – Medication Delivery and Monitoring System: A re-issue of U.S. Patent No. 5,651,775 that broadens claims relative to the DocuJect[®] system by removing references to specific methodologies (*i.e.*, the use of a Syringe Label Cradle or a bar coded label) in additional claims. Issued July 15, 2003.
3. U.S. Utility Patent No. 6,685,678 – A Drug Delivery and Monitoring System: Discloses a system comprising an electronic module with one or more scanners supporting proper identification and volume tracking of a drug-loaded syringe. The electronic module further supports association of the drug-loaded syringe with a patient through machine readable data attached to an IV port holder. Also disclosed is optical scanning technology that can be used in a compact hand-held version of the DocuJect[®]. Issued February 3, 2004.
4. U.S. Continuation Patent No. 7,074,209 – A Drug Delivery and Monitoring System: A Continuation of U.S. Patent No. 6,685,678 that expands the claims to include the concept of scanning both the Syringe Label Cradle (containing machine readable information pertinent to the drug being delivered) and the Port Label Cradle (containing machine readable information about the patient) using a single scanner module. Issued July 11, 2006.
5. Canadian Patent No. 2,403,384 – A Drug Delivery and Monitoring System: Discloses same system as (4) above. Issued April 10, 2007.
6. U.S. Patent No. 7,115,113 – A Drug Delivery And Monitoring System: Discloses an IV injection port provided with a cradle having a flange for supporting machine-readable indicia. The cradle is attached to the injection port or can be formed therewith as an integral one-piece assembly. The injection port cradle is coupled to the DocuJect[®] system for electronically scanning the information and for drug administration. Allows for automated identification and tracking of patients, by placing a patient-specific barcode that travels on the patient's IV line and is read by the DocuJect[®]. Issued October 3, 2006.

7. U.S. Design Patent No. D481,121 and D485,356 – Syringe Label Cradle: Discloses two embodiments of a unique Syringe Label Cradle (SLC) design used in the DocuJect[®] System. The SLC supports a drug-loaded syringe and provides alignment with an IV port for administration of drugs to a patient. The SLC is provided with a machine-readable label containing unit-dose drug data. Issued October 21, 2003, and January 13, 2004, respectively.
8. Canadian Patent No. 2,454,370 – System And Method For Displaying Drug Information: Discloses a drug administration display system for reducing human errors while administering drugs to a patient. The system incorporates the use of an icon displayed on a monitor, which includes patient and/or drug information. The icon may be color coded for drug identification. Issued February 19, 2008.
9. Canadian Patent No. 2,428,446 – Drug Delivery Device Incorporating a Tracking Code: Discloses a system for tracking events pertaining to a specific medical device, such as a syringe, from the time of being prepared with a prescribed drug to its disposal or return to a hospital pharmacy. Information is associated with the medical device using a unique tracking code (TC). A retrievable log is created relating the patient to the specific medical device and all information inputted into the system using the tracking code. Issued February 14, 2009.
10. European Patent No. EP-1337291 – Drug Delivery Device Incorporating a Tracking Code: Discloses same system as (9) above. Issued August 3, 2009.
11. DOCUSY 3.0-007 – Drug Delivery Device Incorporating a Tracking Code: US application discloses the same system as (9) above.
Application No.: 09/997,962
Filing Date: November 29, 2001
Status: Published (20020099334); considering appeal of final rejection by the USPTO.

Trademarks and Service Marks - Registered

12. DocuSys[®]
13. DocuJect[®]
14. DocuSafe[®]
15. DocuRx[®]
16. ExecutiveView[®]
17. DocuView[®]
18. DocuCode[®]
19. DocuCart[®]

Domain Names

20. DocuSys.net

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 DocuSys, Inc. and PMP Acquisition, LLC (hereinafter referred to individually as the “**Assignor**” and collectively as the “**Assignors**”) and Merge eMed, Inc. (the “**Assignee**”), the Assignors have agreed to sell, transfer and assign to the Assignee the Purchased Assets (as defined in the Purchase Agreement), and

WHEREAS the Purchased Assets include all intellectual property owned by the Assignors and all rights therein and thereto (the “**Intellectual Property**”), defined as (a) all inventions (whether patentable or un-patentable and whether or not reduced to practice), all improvements thereto, and all patents, patent applications and patent disclosures, together with all re-issuances, continuations, continuations-in-part, revisions, extensions and re-examinations thereof, (b) all trademarks, service marks, trade dress, logos, trade names, corporate names (including the name “DocuSys, Inc.”), and domain names, together with all translations, adaptations, derivations and combinations thereof and including all goodwill associated therewith, and all applications, registrations and renewals in connection therewith, (c) all works of authorship and other copyrightable works, including the DocuSys Software (as defined in the Purchase Agreement) and all other software, databases, and similar products, all copyrights and all applications, registrations and renewals in connection therewith, (d) all mask works and all applications, registrations and renewals in connection therewith, (e) all trade secrets and confidential business information (including ideas, research and development, know-how, formulas, compositions, manufacturing and production processes and techniques, technical data, designs, drawings, specifications, customer and supplier lists, pricing and cost information and business and marketing plans and proposals), and (f) all copies and tangible embodiments thereof (in whatever form or medium); and

WHEREAS the Intellectual Property includes the patents, trademarks (all of which have been duly registered with the United State Patent and Trademark Office) and domain names listed in **Schedule A** hereto,

NOW, THEREORE, 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. Each of the Assignors 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. Each of the Assignors covenants and agrees that it will from time to time and at all times hereafter, on every reasonable request of the Assignee, its successors and assigns, to do all lawful acts and things and make, execute and deliver an 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.

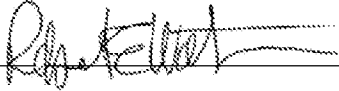
3. Post-Closing. Assignee covenants and agrees to immediately cease all use of the Intellectual Property and any confusingly similar variations or derivations thereof, whether as a corporate name, trade name, brand name, trademark, domain name, email address, or in any way as a source identifier of Assignor's business or in any and all others manners except where legally required to identify the Assignor.

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.]

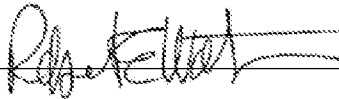
IN WITNESS WHEREOF, each of the Assignors has caused this General Assignment of Intellectual Property be executed by its duly authorized officer on the 25th day of March, 2010.

DOCUSYS, INC.

By:  _____

Its: President and Chief Executive Officer

PMP ACQUISITION, LLC

By:  _____

Its: President

Signed before me, _____ a Notary Public, this ____ day of _____, 2010 in the County of _____ in the State of _____.

Signature: _____

Official Seal:

SCHEDULE A

PATENTS

1. U.S. Utility Patent No. 5,651,775 – Medication Delivery and Monitoring System: Discloses a drug administration system being marketed by DocuSys under the name DocuJect[®]. The system incorporates the use of a Syringe Label Cradle (SLC), which supports a drug-loaded syringe. The SLC is provided with machine-readable information such as drug identification, expiration date, drug administration information and the like. Issued July 29, 1997.
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DocuJect[®]
DocuSafe[®]
DocuRx[®]
ExecutiveView[®]
DocuView[®]
DocuCode[®]
DocuCart

DOMAIN NAMES

DocuSys.net