

TRADEMARK ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Assignment		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hooper Holmes, Inc.		09/30/2013	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	Piston Acquisition, Inc.		
Street Address:	ONE JERICO PLAZA		
City:	JERICO		
State/Country:	NEW YORK		
Postal Code:	11753		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1793111	PORTAMEDIC	
Serial Number:	86024888	PORTAMEDIC	
CORRESPONDENCE DATA			
Fax Number:	2135932860		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2135935260		
Email:	corina.rachina@mto.com		
Correspondent Name:	Corina Rachina		
Address Line 1:	355 South Grand Avenue		
Address Line 2:	35th Floor		
Address Line 4:	Los Angeles, CALIFORNIA 90071		
ATTORNEY DOCKET NUMBER:	20891-00012 - J. BRODER		
NAME OF SUBMITTER:	Corina Rachina/Munger, Tolles & Olson		
Signature:	/s/ Corina Rachina		

TRADEMARK

Date:

10/01/2013

Total Attachments: 4

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT is made as of this 30th day of September, 2013 (the “Effective Date”) by and between Hooper Holmes, Inc., a New York corporation (“Assignor”) and Piston Acquisition, Inc., a New York corporation (“Assignee”).

WHEREAS, Assignor owns all right, title and interest in and to the U.S. trademark registrations and pending applications listed on Schedule A hereto (collectively, “Trademarks”);

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement, dated August 15, 2013, (as may be amended, the “APA”), pursuant to which Assignor has agreed to assign, among other assets, the Trademarks to Assignee;

WHEREAS, concurrently with the conveyance of these Trademarks to Assignee, Assignor is assigning to Assignee, among other things, the assets and properties relating to Assignor’s “Portamedic” business.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows.

1. Assignor hereby irrevocably and unconditionally transfers, assigns, sells and delivers to Assignee all right, title and interest in and benefit throughout the universe in and to the Trademarks, together with the goodwill of the business associated therewith or symbolized thereby and all common law and statutory right, title and interest in and to the Trademarks, all rights of registration, maintenance, renewal and protection thereof, and all rights of recovery and of legal action for past infringements and of opposition, interference and/or cancellation proceedings for protection of the Trademarks (including retention of all recovered amounts), and all products, proceeds and revenues arising from or relating to any and all of the foregoing under any law now or hereafter in effect anywhere in the universe, whether arising prior to, on or subsequent to the date hereof, in all cases, the same to be used, held and enjoyed by Assignee, its successors, and assigns from and after the date hereof fully and absolutely, and as the same could have been held and enjoyed by Assignor had this Assignment not been made. Without limitation of the foregoing, Assignor hereby expressly acknowledges that Assignee, its successors and assigns may, to the fullest extent permitted by applicable law, file in its own name applications for trademark and service mark registration in the European Community in connection with the Trademarks, and to secure in its own name the registrations granted thereon.

2. Assignor shall promptly execute all documents and take all other actions that may be desirable or necessary to ensure that the applications for registrations to certain Trademarks are approved and registrations to those Trademarks are issued, that the ownership of the Trademarks is fully vested in Assignee and that such change in ownership is fully reflected in the records of the United States Patent and Trademark Office; and that the Assignee’s and Assignor’s intent herein is otherwise fully realized.

3. For the avoidance of doubt, Assignor acknowledges and agrees that the terms, conditions and agreements of the APA shall not be amended, modified or superseded hereby but shall remain in full force and effect to the fullest extent provided therein. In the event of any conflict or inconsistency between the terms of the APA and the terms hereof, the terms of the APA shall govern. This Assignment may be executed in counterparts, each of which may serve as an original as to the party signing it.

[Signatures on the Following Page]

ASSIGNOR

Hooper Holmes, Inc.

By: 

Printed name: Henry E. DeBois

Title: PRESIDENT & CEO

ASSIGNEE

Piston Acquisition, Inc.

By: _____

Printed name: James Fritz

Title: President

ASSIGNOR

Hooper Holmes, Inc.

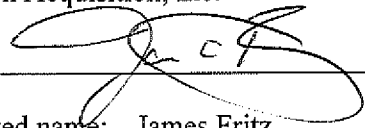
By: _____

Printed name: _____

Title: _____

ASSIGNEE

Piston Acquisition, Inc.

By:  _____

Printed name: James Fritz

Title: President

SCHEDULE A

1. Trademark Registration No. 1,793,111 for the mark "PORTAMEDIC & DESIGN".
2. Trademark Application "PORTAMEDIC" Serial No. 86/024,888.