

## 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
Access Intelligence, LLC		08/28/2013	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	DecisionHealth, LLC		
Street Address:	9737 Washingtonian Blvd., Ste. 200		
City:	Gaithersburg		
State/Country:	MARYLAND		
Postal Code:	20878-7364		
Entity Type:	LIMITED LIABILITY COMPANY: MARYLAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3872827	CONTEXO	
CORRESPONDENCE DATA			
Fax Number:	3035726540		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	303-572-6500		
Email:	denipmail@gtlaw.com		
Correspondent Name:	Gayle L. Strong, Greenberg Traurig, LLP		
Address Line 1:	1200 17th Street, Suite 2400		
Address Line 4:	Denver, COLORADO 80202		
ATTORNEY DOCKET NUMBER:	079539-020000		
NAME OF SUBMITTER:	Gayle L. Strong		
Signature:	/Gayle L. Strong/		

Date:

10/31/2013

Total Attachments: 3

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## TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement") is made this 28<sup>th</sup> day of August, 2013, by and between Access Intelligence, LLC, a Delaware limited liability company ("Assignor"), and DeclinationHealth, LLC (as Contexto, LLC's assignee), a Maryland limited liability company ("Assignee").

### RECITALS

A. Pursuant to the transactions contemplated by an Asset Purchase Agreement, dated August 16, 2013, Assignee has purchased the Purchased Assets from Seller (and AI-OR Manager, LLC) which assets were used in connection with the operation of the Business (each capitalized term used herein and not otherwise defined herein shall have the meaning given to such term in the Asset Purchase Agreement);

B. Assignor is the owner of the mark Contexto, U.S. Trademark Registration No. 3,872,827;

C. Assignor desires to assign and transfer to Assignee all of Assignor's right, title and interest in and to said mark together with the goodwill associated therewith.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged as satisfactory and adequate, the parties agree as follows:

#### 1. Assignment.

Assignor, for itself and its predecessors in title, if any, hereby conveys, transfers, assigns, delivers, and contributes to Assignee: (i) any and all of Assignor's right, title and interest in and to the trademark Contexto (U.S. Trademark Registration No. 3,872,827, the "Mark") and all goodwill of the business symbolized by the Mark; (ii) any and all income, royalties, damages, and payments hereafter due or payable to Assignor with respect to the Mark, if any, including without limitation, damages and payments for past or future infringements and misappropriations of the Mark; and (iii) any and all rights to sue for past, present and future infringements or misappropriations of the Mark.

#### 2. Miscellaneous.

(a) In furtherance of this Agreement, Assignor acknowledges that, from this date forward, the Assignee has succeeded to any and all of Assignor's right, title, and standing to: (i) receive all rights and benefits pertaining to the Mark; (ii) institute and prosecute all suits and proceedings and take all actions that the Assignee, in its sole discretion, may deem necessary or proper to collect, assert, or enforce any claim, right, or title of any kind in and to the Mark; and (iii) defend and compromise any and all such actions, suits, or proceedings relating to such transferred and assigned rights, title, interest, and benefits, and do all other such acts and things in relation thereto as the Assignee, in its sole discretion, deems advisable.

(b) Assignor hereby covenants and agrees to promptly execute, acknowledge or deliver all such other and further acts, assignments, transfers, assurances and instruments, including, but not limited to, requisite filings to be made with the United States Patent and Trademark Office, as Assignee may reasonably request in order to effectuate and perfect the assignment contemplated by this Agreement and to otherwise register and secure in Assignee's name the Mark. Assignor hereby further covenants and agrees not to directly or indirectly contest or dispute, or assist any other party (other than Assignee) to contest or dispute, Assignee's right, title and/or interest in and to the Mark.

(c) This Agreement shall inure to the benefit of, and be binding upon, the parties hereto together with their respective legal representatives, successors, and assigns.

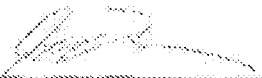
(d) This Agreement shall be governed by the laws of the State of Maryland without regard for its conflict of interest laws. The parties hereto hereby irrevocably submit to the exclusive jurisdiction of any federal or state court located within the State of Maryland over any dispute arising out of or relating to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Trademark Assignment Agreement as of the date first set forth above.

ASSIGNOR:

Access Intelligence, LLC

By:

  
Robert C. Dinkler, CEO

ASSIGNEE:

DecisionHealth, LLC

By: UCG, LLC, its sole member

By:

.....  
Todd Foreman, CEO

(b) Assignor hereby covenants and agrees to promptly execute, acknowledge or deliver all such other and further acts, assignments, transfers, assignments and instruments, including, but not limited to, requisite filings to be made with the United States Patent and Trademark Office, as Assignee may reasonably request in order to effectuate and perfect the assignment contemplated by this Agreement and to otherwise register and use the Assignor's name the Mark. Assignor hereby further covenants and agrees not to directly or indirectly contest or dispute, or assist any other party (other than Assignee) to contest or dispute, Assignee's right, title, use or interest in and to the Mark.

(c) This Agreement shall inure to the benefit of, and be binding upon, the parties hereto together with their respective legal representatives, successors, and assigns.

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IN WITNESS WHEREOF, the parties have executed this Trademark Assignment Agreement as of the date first set forth above.

ASSIGNOR:

Avaya Intelligence, LLC

ASSIGNEE:

Devo and Health, LLC

By: J. G. [redacted], its sole member

As

By

[redacted], CEO