

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
Madison Research Technologies, LLC		12/01/2013	LIMITED LIABILITY COMPANY: WISCONSIN
RECEIVING PARTY DATA			
Name:	Wisconsin Physicians Service Insurance Corporation		
Street Address:	1717 W. Broadway		
City:	Madison		
State/Country:	WISCONSIN		
Postal Code:	53713		
Entity Type:	CORPORATION: WISCONSIN		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85870926	SAFEPATIENT	
CORRESPONDENCE DATA			
Fax Number:	6082575444		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	608-257-5661		
Email:	Axley-IPDocket@Axley.com		
Correspondent Name:	John G. Walsh		
Address Line 1:	2 E. Mifflin St.		
Address Line 2:	Ste 200		
Address Line 4:	Madison, WISCONSIN 53703		
ATTORNEY DOCKET NUMBER:	69770		
NAME OF SUBMITTER:	John G. Walsh		
Signature:	/John G. Walsh/		

OP \$40.00 85870926

Date:

12/12/2013

Total Attachments: 3

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT, effective as of December 1, 2013 (this "Assignment"), is by and between Madison Research Technologies, LLC, a Wisconsin limited liability company (the "Assignor"), and Wisconsin Physicians Service Insurance Corporation, a Wisconsin corporation (the "Assignee").

RECITAL

WHEREAS, this Assignment is executed and delivered pursuant to the Plan of Liquidation and Dissolution of Assignor.

NOW, THEREFORE, the Assignor and the Assignee hereby agree as follows:

1. **Intellectual Property.** As used herein, "*Intellectual Property*" means all (a) inventions (whether patentable or unpatentable and whether or not reduced to practice), all improvements thereto, and all patents, patent applications, and patent disclosures, together with all reissuances, continuations, continuations-in-part, revisions, extensions, and reexaminations thereof, (b) trademarks, service marks, trade dress, logos, slogans, trade names, corporate names, Internet domain names, and rights in telephone numbers, 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) copyrightable works, all copyrights, and all applications, registrations, and renewals in connection therewith, (d) mask works and all applications, registrations, and renewals in connection therewith, (e) 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), (f) computer software (including source code, executable code, data, databases, and related documentation), (g) material advertising and promotional materials, (h) all other proprietary rights, (i) all copies and tangible embodiments thereof (in whatever form or medium), and (j) together with all goodwill associated therewith, licenses and sublicenses granted and obtained with respect thereto, and rights thereunder, remedies against infringements thereof, and rights to protection of interests therein under the laws of all jurisdictions.

2. **Consideration.** For good and valuable consideration, receipt and sufficiency of which the Assignor specifically acknowledges, the Assignor assigns, transfers and sells the Intellectual Property to the Assignee.

3. **Grant of Rights to Intellectual Property.** The Assignor grants, conveys, transfers, alienates and assigns to the Assignee, for and throughout the world, the Assignor's rights, titles and interests (legal, equitable, use and otherwise) in and to any and all: (a) rights to file and register the Intellectual Property in Assignee's name with any governmental authority; (b) rights to record the transfers made under this Assignment in the United States Patent and Trademark Office and in any other public offices of any governmental authorities throughout the world; (c) rights to sue for, collect and retain damages predicated on present or future infringements of the Intellectual Property, as well as all other claims and rights to damages associated with the Intellectual Property, whether predicated on past, present or future actions or omissions, and whether or not currently known or unknown; and (d) goodwill associated with the Intellectual Property.

4. **Further Instruments.** Assignor shall execute, acknowledge and deliver to Assignee such further instruments and documents which relate to the Intellectual Property as set forth in this Assignment as Assignee may reasonably request from time to time to facilitate registration of any such filings or to record the transfers made in this Assignment in any public office, or otherwise to give notice or evidence of Assignee's exclusive rights to the Intellectual Property and all claims or rights thereunder.

5. **No Retained Rights.** Assignor's assignment of the Intellectual Property to Assignee under this Assignment constitutes a complete, absolute and exclusive transfer of all rights (legal, equitable, use and otherwise) in the Intellectual Property, whether currently existing or arising or recognized in the future. The Assignor does not reserve or retain any right, title or interest in the Intellectual Property. The Assignor acknowledges and agrees that the Intellectual Property constitutes the sole and exclusive property of the Assignee.

6. **Authorization.** Assignor represents and warrants that it has full power and authority: (a) to enter into this Assignment; (b) to grant to Assignee all rights in and to the Intellectual Property; and (c) to perform all of its obligations under this Assignment. The Assignor further represents and warrants that it has taken all corporate actions necessary to authorize the preceding.

7. **Binding Effect.** This Assignment shall be binding upon and inure to the benefit of the Assignee, its successors and assigns and the Assignor and its permitted successors. This Assignment supersedes any prior understandings, written agreements or oral arrangements among the parties which concerns the subject matter of this Assignment. The terms of this Assignment shall govern if there is any conflict between this Assignment and any other written instrument that concerns or affects the subject matter of this Assignment.

8. **Complete Understanding.** This Assignment constitutes the complete understanding among the parties. No alteration or modification of any of this Assignment's provisions shall be valid unless made in a written instrument that both parties sign.

9. **Severability.** If a court of competent jurisdiction holds that any one or more of this Assignment's provisions are invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any of this Assignment's other provisions, and this Assignment shall be construed as if it had never contained such invalid, illegal or unenforceable provisions.

10. **Waiver.** A party's attempted waiver, consent or authorization of any kind, whether required pursuant to the terms of this Assignment or granted pursuant to any breach or default under this Assignment, shall not be effective or binding upon such party unless the same is in a written instrument which such party has signed. Any such waiver, consent or authorization will be valid solely to the extent specifically set forth in such written instrument. No failure or delay on the part of any party to this Assignment to exercise any right, remedy, power or privilege shall preclude or limit any other or further exercise of such right or the exercise of any other right, remedy, power or privilege with respect to the same or any other matter.

11. **Governing Law.** This Assignment shall be governed by and construed in accordance with the internal laws of the State of Wisconsin (regardless of such State's conflict of laws principles), and without reference to any rules of construction regarding the party responsible for the drafting hereof.

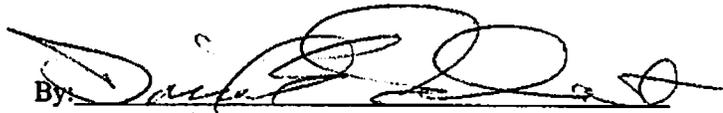
12. **Counterparts.** This Assignment may be executed simultaneously in two or more counterparts including facsimile or PDF copies of signatures, each of which shall be deemed an original,

but all of which together shall constitute one and the same instrument, provided that all such counterparts, in the aggregate, shall contain the signatures of all the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Assignment by and through their duly authorized officers effective as of the date first written above.

ASSIGNOR:

MADISON RESEARCH TECHNOLOGIES, LLC

By: 
Daniel E. Schwandt, Authorized Representative

ASSIGNEE:

**WISCONSIN PHYSICIANS SERVICE
INSURANCE CORPORATION**

By: 
Michael F. Hamerlik, President & CEO