

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
Calvert Enterprises Inc.		02/14/2014	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	MD Insider Inc.
Street Address:	1048 Irvine Avenue
Internal Address:	Suite 310
City:	Newport Beach
State/Country:	CALIFORNIA
Postal Code:	92660
Entity Type:	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 6**

Property Type	Number	Word Mark
Serial Number:	85661451	MDINSIDER
Serial Number:	85661456	MDINSIDER
Serial Number:	85661463	MDINSIDER
Serial Number:	85661494	MD MDINSIDER FIND YOUR SPECIALIST
Serial Number:	85661508	MD MDINSIDER FIND YOUR SPECIALIST
Serial Number:	85661516	MD MDINSIDER FIND YOUR SPECIALIST

**CORRESPONDENCE DATA**

Fax Number: 2146614899  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 214.953.6926  
 Email: daltddept@bakerbotts.com  
 Correspondent Name: Elizabeth K. Stanley  
 Address Line 1: 2001 Ross Avenue  
 Address Line 2: Suite 600

CH \$165.00 85661451

Address Line 4: Dallas, TEXAS 75201-2980

ATTORNEY DOCKET NUMBER: 082277.0110

NAME OF SUBMITTER: Elizabeth K. Stanley

Signature: /Elizabeth K. Stanley/

Date: 02/14/2014

**Total Attachments: 4**


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## ASSIGNMENT

2014 

This Assignment shall be effective as of this 14<sup>th</sup> day of February 2013.

WHEREAS, Calvert Enterprises Inc., a Delaware corporation, having an address of 1048 Irvine Avenue, Suite 310, Newport Beach, California 92660 (hereafter "Assignor"), represents that it is the owner of the entire right, title and interest in and to the service marks MDINSIDER, MD MDINSIDER FIND YOUR SPECIALIST & Design and variants thereof, in connection with the marketing and sale of the services set forth in the "Exhibit A" attached hereto, and in and to the related registrations and pending applications therefor as shown on the attached Exhibit A, together with the goodwill of the business symbolized thereby and associated therewith (hereinafter the "Marks"), and that it has not abandoned the Marks;

WHEREAS, MD Insider Inc., a Delaware corporation, having an address of 1048 Irvine Avenue, Suite 310, Newport Beach, California 92660 (hereafter "Assignee"), desires to acquire all right, title and interest in and to the Marks, including, but not limited to, the related registrations and pending applications therefor, together with the goodwill of the business symbolized by the Marks throughout the world, and the business, or a portion of the business to which the Marks pertain, Assignee being a successor to the business of Assignor, or portion thereof, to which the Marks pertain and which business is ongoing and existing.

NOW THEREFORE, in consideration of the premises, promises and mutual covenants recited herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and accepted, the parties agree as follows:

1. Assignor represents and warrants that: (i) Assignor owns all rights, title and interest in and to the Marks, in connection with the marketing and sale of the services set forth in the attached Exhibit A, and in and to the related registrations and pending applications therefor, as shown on the attached Exhibit A, together with any and all goodwill therein; (ii) Assignor has not abandoned the Marks; (iii) Assignor has the full right, title, interest and power to enter into this Assignment; (iv) the information set forth in this Assignment is true, complete and accurate; (v) Assignor has not and will not encumber the worldwide use, registration, and/or transfer of and/or assignment to Assignee, its successor or assigns, of the Marks, or the related applications or registrations therefor, together with any and all goodwill therein; and (vi) Assignor has not received any challenges to Assignor's right to assign the Marks, or the related applications or registrations therefor, together with any and all goodwill therein, to Assignee.

2. Assignor does hereby irrevocably sell, set over, transfer, grant, convey and assign to Assignee, its successors and assigns, without reservation of any rights, title or interest, Assignor's entire worldwide and universal right, title and interest in and to the Marks, including, but not limited to, the related registrations and applications therefor, together with the goodwill of the business symbolized by the Marks throughout the world, and the business, or that portion of the business to which the Marks pertain, the same to be held and enjoyed by Assignee, for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, subsidiaries or other legal representatives, as the same would have been held and enjoyed by Assignor if this Assignment had not been made, including, but not limited to, all common-law rights of Assignor in and/or to the Marks, and Assignor's right to sue, recover and collect for any infringements for

all claims, demands and/or causes for action, both at law and in equity, that Assignor may have on account of any infringement, claim of unfair competition, likelihood of confusion or dilution of the Marks, or any other claim or cause of action related to the Marks prior to and following the effective date of this Assignment.

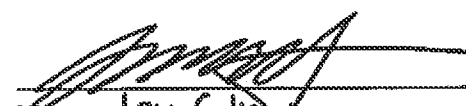
3. This Assignment shall be binding upon the parties, their successors and assigns and shall not be modified except in a writing signed by each party.

4. This Assignment is made under and shall be governed and interpreted in accordance with the laws of the State of California, without regard to that state's choice of law principals, as if it were a contract wholly made and performed within the state of California. The Parties agree that proper venue for any and all action concerning breach of or enforcement of this Assignment shall be either in federal or state court in Santa Anna, California.


5. This Assignment supersedes any prior agreement or understanding between the parties relating to the subject matter hereof. No waiver of any term or condition of this Assignment or of any breach of this Assignment shall be effective unless in writing and signed by the party charged with waiver, and shall not be deemed a waiver of any other term, condition, or breach of this Assignment, or of the same term, condition, or breach effected at any other time. If any provision of this Assignment shall be determined to be invalid or unenforceable, the remainder of this Assignment shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed by their duly authorized representatives, having full power and authority to do so, which shall be effective as of the date first written above.


CALVERT ENTERPRISES INC.



By:   
Name: Jay Calvert  
Title: CMO  
Date: 02-15-2014

MD INSIDER INC.

By:   
Name: David Williams  
Title: CEO  
Date: 2/14/2014

**EXHIBIT A**

Jurisdiction	Mark	Appn. No.	Appn. Filing Date	Services	Int'l Class
U.S.	MDINSIDER	85661451	June 26, 2012	Providing on-line chat services, namely, chat rooms concerning topics related to medical practices, medical specialties, medical care givers, medical care centers, medicine, prescription and non-prescription drugs	38
U.S.	MDINSIDER	85661456	June 26, 2012	Providing on-line publications in the nature of electronic books, newsletters, journals, periodicals, articles, brochures, blogs in the field of medicine; Production of television programs	41
U.S.	MDINSIDER	85661463	June 26, 2012	Providing a website featuring information about medical practices, medical specialties, medical care givers, medical care centers, medicine, prescription and non-prescription drugs; Providing a website featuring medical information	44
U.S.	MD MDINSIDER FIND YOUR SPECIALIST & Design 	85661494	June 26, 2012	Providing on-line chat services, namely, chat rooms concerning topics related to medical practices, medical specialties, medical care givers, medical care	38

Jurisdiction	Mark	Appln. No.	Appln. Filing Date	Services	Int'l. Class.
				centers, medicine, prescription and non-prescription drugs	
U.S.	<p>MD MDINSIDER FIND YOUR SPECIALIST &amp; Design</p> 	85661508	June 26, 2012	<p>Providing on-line publications in the nature of electronic books, newsletters, journals, periodicals, articles, brochures, blogs in the field of medicine; Production of television programs</p>	41
U.S.	<p>MD MDINSIDER FIND YOUR SPECIALIST &amp; Design</p> 	85661516	June 26, 2012	<p>Providing a website featuring information about medical practices, medical specialties, medical care givers, medical care centers, medicine, prescription and non-prescription drugs; Providing a website featuring medical information</p>	44