

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM298386

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
LP Innovations, Inc.		01/01/2014	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	5th Element Merger Corp.		
<b>Street Address:</b>	603 Cross Street		
<b>City:</b>	Boylston		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	01505		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4303000	THE PHARMA COMPLIANCE GROUP	
<b>Registration Number:</b>	4283600	THE PHARXMA COMPLIANCE GROUP	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4125621041		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	412-562-1637		
<b>Email:</b>	christine.marney@bipc.com		
<b>Correspondent Name:</b>	Michael L. Dever		
<b>Address Line 1:</b>	One Oxford Centre		
<b>Address Line 2:</b>	301 Grant Street, 20th Floor		
<b>Address Line 4:</b>	Pittsburgh, PENNSYLVANIA 15219		
<b>ATTORNEY DOCKET NUMBER:</b>	0082549-000002		
<b>NAME OF SUBMITTER:</b>	Michael L. Dever		
<b>SIGNATURE:</b>	/Michael L. Dever/		
<b>DATE SIGNED:</b>	03/18/2014		
<b>Total Attachments: 3</b>			
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## ASSIGNMENT OF SERVICE MARKS AND TRADEMARKS

THIS ASSIGNMENT OF SERVICE MARKS AND TRADEMARKS (this "Assignment") is made as of this 1<sup>st</sup> day of January, 2014 by LP Innovations, Inc., a Delaware corporation ("Assignor") to 5<sup>th</sup> Element Merger Corp., a Delaware corporation ("Assignee").

### RECITAL

Assignee and Assignor are parties to an Assignment and Assumption Agreement dated as of the date hereof (the "Agreement"), pursuant to which Assignor has agreed to assign to Assignee, and Assignee has agreed to accept from Assignor, the PCG Assets (as defined in the Agreement), including without limitation certain of the service marks, trademarks and trade names of Assignor and the goodwill associated therewith. Pursuant to this Assignment, Assignor has agreed to execute such instruments as the Assignee may reasonably request in order to more effectively assign, transfer, grant, convey, assure and confirm to Assignee and its successors and assigns, or to aid and assist in the collection of or reducing to possession by the Assignee, all of such assets.

In accordance therewith, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's worldwide right, title and interest in and to all of Assignor's registered and unregistered domestic and foreign service marks, trademarks, trademark applications and trade names constituting a part of the PCG Assets and that are specifically listed on Schedule A annexed hereto and incorporated herein by this reference and the good will associated therewith (all of the foregoing being referred to herein as the "Marks").

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and in the Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby transfers and assigns to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under the Marks, and all rights to sue and recover damages for past, present and future infringement of any Mark, the same to be held and enjoyed by said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Assignment not been made.

Except to the extent that federal law preempts state law with respect to matters covered hereby, this Assignment shall be governed by and construed in accordance with the laws of the State of Delaware without regard to the principles of conflicts of law thereunder that would require the application of any other law.

IN WITNESS WHEREOF, the Assignor has caused its duly authorized officer to execute  
this Assignment as of this 1<sup>st</sup> day of January, 2014.

LP INNOVATIONS, INC.

By:

  
Name: Steven P. May

Title: President

**SCHEDULE A**

**Registered Service marks and Trademarks**

<b>Service mark or Trademark</b>	<b>U.S. Registration No.</b>	<b>Registration Date</b>
The Pharma Compliance Group	4,303,000	March 12, 2013
The Pharma Compliance Group Design Mark	4,283,600	January 29, 2013

**Unregistered Service marks and Trademarks**

LongitudeRx

Longitude

**Pending Service mark or Trademark Applications**

None

**Trade Names**

PCG