

TRADEMARK ASSIGNMENT COVER SHEET

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ETAS ID: TM298387

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

THIS ASSIGNMENT OF SERVICE MARKS AND TRADEMARKS (this "Assignment") is made as of this 1st day of January, 2014 by and among 5TH ELEMENT MERGER CORP., a Delaware corporation ("Assignor"), 5TH ELEMENT GLOBAL LLC, a Delaware limited liability company ("Assignee") and 5TH ELEMENT HOLDINGS LLC, a Delaware limited liability company ("Holdings").

RECITAL

Assignee, Assignor and Holdings are parties to an Assignment and Assumption Agreement dated as of the date hereof (the "Agreement"), pursuant to which (i) Assignor has agreed to assign to Holdings, and Holdings 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, and (ii) Holdings has agreed to assign to Assignee, and Assignee has agreed to accept from Holdings, the PCG Assets, including without limitation certain of the service marks, trademarks and trade names of Assignor and the goodwill associated therewith. For efficiency, the parties have agreed to have Assignor assign the Marks (as defined below) directly to Assignee pursuant to this Assignment. 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.


[Signature page follows.]

IN WITNESS WHEREOF, each of the undersigned has caused its duly authorized representative to execute this Assignment as of this 1st day of January, 2014.


5TH ELEMENT MERGER CORP.

By: 
Name: Michael J. May
Title: President

5TH ELEMENT HOLDINGS LLC

By: 
Name: Michael J. May
Title: President

5TH ELEMENT GLOBAL LLC

By: 
Name: Michael J. May
Title: President

SCHEDULE A

Registered Service marks and Trademarks

Service mark or Trademark	U.S. Registration No.	Registration Date
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