

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM303709

<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>
GRASP Systems International, Inc.		04/24/2014	CORPORATION: COLORADO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Infor (US), Inc.		
<b>Street Address:</b>	13560 Morris Road		
<b>Internal Address:</b>	Suite 4100		
<b>City:</b>	Alpharetta		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30004		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4193781	GRASP SYSTEMS	
<b>Registration Number:</b>	1730810	GRASP MISTRO	
<b>Registration Number:</b>	1328889	GRASP	
<b>Registration Number:</b>	1278011	GRASP	
<b>Registration Number:</b>	3044074	MISTROCLEF	
<b>Registration Number:</b>	2987710	GRASP MISTROCLEF	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2158325347		
<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>	215-569-5347		
<b>Email:</b>	Aria@BlankRome.com		
<b>Correspondent Name:</b>	Zachary A. Aria, Esquire		
<b>Address Line 1:</b>	Blank Rome LLP		
<b>Address Line 2:</b>	One Logan Square, 8th Floor		
<b>Address Line 4:</b>	Philadelphia, PENNSYLVANIA 19103-6998		
<b>ATTORNEY DOCKET NUMBER:</b>	119645-00104		
<b>NAME OF SUBMITTER:</b>	Zachary A. Aria		

OP \$165.00 4193781

<b>SIGNATURE:</b>	/Zachary A. Aria/
<b>DATE SIGNED:</b>	05/06/2014
<b>Total Attachments: 6</b> source=IP Assignment - GRASP to Infor (excluding Canada)#page1.tif source=IP Assignment - GRASP to Infor (excluding Canada)#page2.tif source=IP Assignment - GRASP to Infor (excluding Canada)#page3.tif source=IP Assignment - GRASP to Infor (excluding Canada)#page4.tif source=IP Assignment - GRASP to Infor (excluding Canada)#page5.tif source=IP Assignment - GRASP to Infor (excluding Canada)#page6.tif	

## INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment Agreement (“**Assignment**”), dated as of April 24, 2014, is by and between GRASP Systems International, Inc., a Colorado corporation, Abbrev Health LLC, a Colorado limited liability company, and GRASP Systems Nurse Consulting International Limited, a company organized under the laws of the United Kingdom (collectively, the “**Assignors**”), and Infor (US), Inc., a Delaware corporation (“**Assignee**”).

WHEREAS, Assignors, Assignee and certain other parties have entered into an Asset Purchase Agreement, of even date herewith, by and among Assignors, Assignee and the other parties thereto (“**Asset Purchase Agreement**”), pursuant to which Assignors have agreed to assign and to sell, convey, transfer and deliver to Assignee, among all other things, all of Assignors’ right, title and interest in and to any and all Company Intangibles (as defined in the Asset Purchase Agreement);

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and in the Asset Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

### DEFINITIONS

Capitalized terms that are not defined herein shall have the meaning given to them in the Asset Purchase Agreement.

### ASSIGNMENT

1. **Assignment.** Assignors hereby sell, convey, assign, transfer, deliver and relinquish exclusively to Assignee, free and clear of all liens, all of Assignors’ right, title and interest in and to all Company Intangibles, including:

(i) all trademarks, service marks, trade names, logos, corporate names, company names, business names, fictitious business names, trade styles, uniform resource locators (URLs), internet domain names, trade dress, any other names and locators associated with the Internet, other source of business identifiers, whether registered or unregistered and whether or not currently in use, and registrations and applications to register in any applicable jurisdiction, together with all rights and goodwill associated with any of the foregoing, including, without limitation, the trademarks, service marks, trade names and domain names listed on Exhibit A; and

(ii) all inventions (whether or not patentable), and any and all trade secrets and confidential business information (including, without limitation, ideas, research and development, know-how, formulae, compositions, manufacturing and production processes and techniques, proprietary rights, technical data, designs, drawings, specifications, customer and supplier lists, pricing and cost information, and business and marketing plans and proposals) ((i) and (ii) collectively, “**Assigned Intellectual Property**”).

This Assignment includes the right to make applications to protect any of the foregoing in any country or region, all renewal rights therein, the right to obtain registrations of the Assigned Intellectual Property throughout the world, and the right to sue and recover any and all damages and profits, and any and all other remedies, for past, present or future infringements or violations thereof, all in Assignee's sole name.

2. Power of Attorney. Assignors do hereby constitute and appoint Assignee, its successors and assigns, Assignors' true and lawful attorney, with full power of substitution for Assignors, and in its name, place and stead or otherwise, but on behalf of and for the benefit of Assignee, its successors and assigns, upon at least 10 days' advance written notice to Assignors, to take all actions and execute all documents on behalf of Assignors necessary to effect the assignment set forth in this Assignment, and from time to time to institute and prosecute in Assignors' name or otherwise, but at the direction and expense and for the benefit of Assignee and its successors and assigns, any and all proceedings at law, in equity or otherwise, which Assignee, its successors or assigns may deem proper in order to collect, assert, or enforce any claim, right or title of any kind in and to the Assigned Intellectual Property, and to defend and compromise any and all actions, suits, and proceedings with respect to any of the Assigned Intellectual Property, and to do any and all such acts and things in relation thereto as Assignee, its successors or assigns shall deem advisable, Assignors hereby declaring the appointment hereby made and the powers hereby granted are coupled with an interest and are and shall be irrevocable by Assignors in any manner or for any reason.

3. Further Assurances. Upon the request of Assignee or in case for any reason the power of attorney set forth herein is insufficient to effect the assignment set forth above or effect any other purpose set forth herein, Assignors agree for itself and its successors, representatives and assigns, to cooperate with Assignee in any action Assignee reasonably requests that Assignors take, in order to effectuate, carry out, or fulfill the parties' intent and/or Assignors' obligations hereunder, including, without limitation, the prompt execution of any instruments, notices, releases, certificates, powers of attorney, assurances, bills of sale, assignments and other documents and the taking of any actions that are necessary or desirable, in Assignee's reasonable discretion, to consolidate, confirm, vest and/or record Assignee's full and complete ownership of the Assigned Intellectual Property.

Assignors hereby agree to assist Assignee in any reasonable manner to perfect Assignee's right, title and interest in and to the Assigned Intellectual Property in the United States or any other country, including, without limitation, complying with all reasonable requests and instructions, and any requests for documentation required by the United States or a foreign Trademark Office, and promptly executing and delivering all documents requested by Assignee and required by any Trademark office, without further consideration, but at Assignee's sole cost and expense.

Assignors hereby authorizes the Commissioner of Patents and Trademarks of the United States, and any official of any other country empowered to issue trademark registrations, to record this Assignment, and to issue or transfer said applications and registrations referenced in Exhibit A to the Assignee as owner of all right, title and interest therein, or otherwise as the Assignee may direct, in accordance with the terms of this Assignment.

Without limiting the generality of the foregoing, Assignors shall immediately take any actions and execute such additional documents as are necessary or appropriate to effect the assignment of domain names such that Assignee's ownership of the domain names is properly reflected on the records of the appropriate domain name registrar, including, without limitation, electronically transferring all administrative and other rights in the domain names to Assignee.

## GENERAL

4. Entire Agreement. This Assignment and the Asset Purchase Agreement contain the entire agreement of the parties with respect to the subject matter of this Assignment. No prior agreement or understanding pertaining to any such matter shall be effective. This Assignment may only be modified in a written instrument executed by the parties. Neither the making nor the acceptance of this Assignment or of any other instrument or document of sale, transfer, assignment, conveyance, acquisition or acceptance as to any particular item of Assigned Intellectual Property shall restrict, impair, reduce, expand or otherwise modify the terms of the Asset Purchase Agreement or constitute a waiver or release by Assignors or Assignee of any liabilities, duties or obligations imposed upon any of them by the terms of the Asset Purchase Agreement including, without limitation, the representations and warranties and other provisions thereof.

5. Assignment. Assignee may freely assign this Assignment, as well as its rights hereunder, in whole or in part, to any third party. This Assignment shall be binding upon and inure to the benefit of each of the parties hereto, their successors and assigns.

6. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to principles of conflicts of law.

7. Severability. If any provision of this Assignment shall be deemed invalid or unenforceable by any court of competent jurisdiction, then such portion shall be deemed severed, and the remainder thereof shall be enforceable in accordance with its terms.

8. Counterparts. This Assignment may be executed in counterparts (either by manual, facsimile or other electronic signature), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

9. Headings. All headings contained in this Assignment are for reference only and shall not affect the meaning or interpretation of this Assignment in any manner.

*{Signature page follows}*

IN WITNESS WHEREOF, this Assignment has been executed by the parties as of the date first written above.

**ASSIGNORS:**

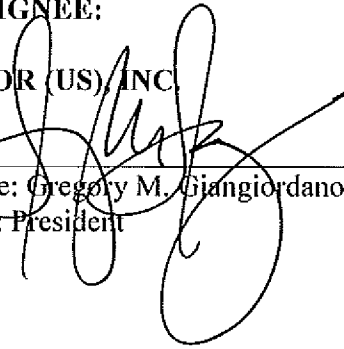
**GRASP SYSTEMS INTERNATIONAL, INC.**

By: \_\_\_\_\_  
Name: Penelope H. Meenan  
Title: CEO

**ASSIGNEE:**

**INFOR (US) INC.**

By: \_\_\_\_\_  
Name: Gregory M. Giangordano  
Title: President



**ABBREV HEALTH LLC**

By: GRASP SYSTEMS INTERNATIONAL, INC.,  
its Member/Manager

By: \_\_\_\_\_  
Name: Penelope H. Meenan  
Title: CEO

**GRASP SYSTEMS NURSE CONSULTING  
INTERNATIONAL LIMITED**

By: \_\_\_\_\_  
Name: Penelope H. Meenan  
Title: CEO

IN WITNESS WHEREOF, this Assignment has been executed by the parties as of the date first written above.

**ASSIGNORS:**

**ASSIGNEE:**

**GRASP SYSTEMS INTERNATIONAL, INC.**

**INFOR (US), INC.**

By: *Penelope H. Meenan*  
Name: Penelope H. Meenan  
Title: CEO

By: \_\_\_\_\_  
Name: Gregory M. Giangjordano  
Title: President

**ABBREV HEALTH LLC**

By: GRASP SYSTEMS INTERNATIONAL, INC.,  
its Member/Manager

By: *Penelope H. Meenan*  
Name: Penelope H. Meenan  
Title: CEO

**GRASP SYSTEMS NURSE CONSULTING  
INTERNATIONAL LIMITED**

By: *Penelope H. Meenan*  
Name: Penelope H. Meenan  
Title: CEO

**Exhibit A**

**Trademarks Owned by Abbrev Health LLC**

<b>Mark</b>	<b>Serial No./Reg. No.</b>	<b>Filing Date/Reg. Date</b>
<b>UNITED STATES</b>		
ABBREV ASSIGNMENTS	Serial No. 86/211,777	3/5/2014
ABBREV HEALTH	Serial No. 86/211,976	3/5/2014
<b>CANADA</b>		
ABBREV HEALTH	Serial No. 1,667,059	3/5/2014
ABBREV ASSIGNMENTS and Design	Serial No. 1,667,060	3/4/2014
ABREV ASSIGNMENTS	Serial No. 1,667,061	3/4/2014

**Trademarks Owned by Grasp Systems International, Inc.**

<b>Mark</b>	<b>Serial No./Reg. No.</b>	<b>Filing Date/Reg. Date</b>
<b>UNITED STATES</b>		
GRASP SYSTEMS and Design	Reg. No. 4,193,781	8/21/2012
GRASP MISTRO	Reg. No. 1,730,810	11/10/1992
GRASP	Reg. No. 1,328,889	4/2/1985
GRASP and Design	Reg. No. 1,278,011	5/15/1984
MISTROCLEF	Reg. No. 3,044,074	1/17/2006
GRASP MISTROCLEF	Reg. No. 2,987,710	8/23/2005
<b>CANADA</b>		
GRASP MISTROCLEF	TMA699,897	10/31/2007
GRASP MISTRO	TMA686,511	4/24/2007
GRASP SYSTEMS and Design	TMA868,109	1/2/2014
GRASP and Design	TMA292,671	7/6/1984
GRASP	TMA299,042	1/11/1985
<b>EUROPEAN UNION</b>		
MISTROCLEF	Reg. No. 010416551	4/19/2012
GRASP SYSTEMS and Design	Reg. No. 010416725	4/20/2012
<b>UNITED KINGDOM</b>		
GRASP and Design	Reg. No. 1310753	2/1/1991
GRASP MISTRO CLEF	Reg. No. 2284691	3/28/2003