

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM308588

| | | | |
|---|--|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Amirsys, Inc. | | 06/11/2014 | CORPORATION: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Elsevier Inc. | | |
| Street Address: | 1105 North Market Street | | |
| Internal Address: | Suite 501 | | |
| City: | Wilmington | | |
| State/Country: | DELAWARE | | |
| Postal Code: | 19801 | | |
| Entity Type: | CORPORATION: DELAWARE | | |
| PROPERTY NUMBERS Total: 3 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3230120 | STATDX | |
| Registration Number: | 3443552 | STATDX | |
| Registration Number: | 3822830 | STATDX PREMIER | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i> | | | |
| Email: | renee.simonton@reipmsi.com | | |
| Correspondent Name: | Renee Simonton | | |
| Address Line 1: | 1105 North Market Street | | |
| Address Line 2: | Suite 501 | | |
| Address Line 4: | Wilmington, DELAWARE 19801 | | |
| NAME OF SUBMITTER: | Renee Simonton | | |
| SIGNATURE: | /renee simonton/ | | |
| DATE SIGNED: | 06/24/2014 | | |
| Total Attachments: 10 | | | |
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TRADEMARK AND SERVICEMARK ASSIGNMENT

This Trademark and Servicemark Assignment (this "*Assignment*") is made as of June 11, 2014 (the "*Effective Date*") by and among Amirsys, Inc., a Delaware corporation ("*Amirsys*"), Amirsys Publishing, Inc., a Utah corporation, ("*Publishing*" and, together with Amirsys, the "*Assignors*"), and Elsevier Inc., a Delaware corporation (the "*Assignee*").

RECITALS

WHEREAS, pursuant to that certain Asset Purchase Agreement dated as of June 11, 2014, (the "*Asset Purchase Agreement*") by and among Assignors, Assignee and Amirsys Technology, Inc., a Utah corporation, Assignee shall purchase and acquire from Assignors substantially all of the intellectual property related assets and property of the Assignors;

WHEREAS, Amirsys is the owner of trademarks, servicemarks, trade names and similar intellectual property disclosed and described on Exhibit A attached hereto (the "*Amirsys Marks*");

WHEREAS, Publishing is the owner of trademarks, servicemarks, trade names and similar intellectual property disclosed and described on Exhibit B attached hereto (the "*Publishing Marks*" and, together with the Amirsys Marks, the "*Marks*");

WHEREAS, the rights and obligations of certain parties to the Asset Purchase Agreement are conditioned upon the execution and delivery of this Assignment by the Assignors; and

WHEREAS, pursuant to the Asset Purchase Agreement, the Assignors desire to sell, assign and transfer to Assignee, and Assignee desires to receive all of the Assignors' worldwide right, title and interest in, to and under Assignors' names, Assignors' registered and unregistered domestic and foreign trademarks, trade names and servicemarks, all associated registrations and applications therefor and any renewals and extensions thereof, and any assumed fictional business names related thereto.

NOW, THEREFORE, for the consideration set forth in the Asset Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Amirsys hereby irrevocably sells, transfers, assigns, conveys and grants to Assignee and its successors and assigns, and Assignee hereby accepts, all of Amirsys's worldwide right, title and interest in and to the Amirsys Marks together with the goodwill of the business associated therewith and which is symbolized thereby, and all causes of action, rights of recovery and claims for damages and other relief referring or pertaining to the Amirsys Marks, including claims for past and future infringement, that may hereafter be secured under the laws now or hereafter in effect in the United States and countries and regions foreign thereto, the same to be held and enjoyed by Assignee, its successors and assigns as fully and entirely as the same would have been held and enjoyed by Amirsys had this Assignment not been made (the "*Amirsys Trademark Rights*").

Further, for the consideration set forth in the Asset Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged,

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

Publishing hereby irrevocably sells, transfers, assigns, conveys and grants to Assignee and its successors and assigns, and Assignee hereby accepts, all of Publishing's worldwide right, title and interest in and to the Publishing Marks together with the goodwill of the business associated therewith and which is symbolized thereby, and all causes of action, rights of recovery and claims for damages and other relief referring or pertaining to the Publishing Marks, including claims for past and future infringement, that may hereafter be secured under the laws now or hereafter in effect in the United States and countries and regions foreign thereto, the same to be held and enjoyed by Assignee, its successors and assigns as fully and entirely as the same would have been held and enjoyed by Publishing had this Assignment not been made (the "*Publishing Trademark Rights*" and, together with the Amirsys Trademark Rights, the "*Trademark Rights*").

Each of the Assignors hereby covenants and agrees with the said Assignee that it will not execute any writing or do any act whatsoever conflicting with these presents, and that it will, at any time upon request, without further or additional consideration, but at the expense of the said Assignee, execute such additional assignments and other writings and do such additional acts as said Assignee may deem necessary or desirable to perfect the Assignee's enjoyment of this grant, and render all necessary assistance in making application for and obtaining registrations and renewals relating to its Trademark Rights, and execute confirmatory assignments or acknowledgments of this assignment as necessary for full enjoyment of the Trademark Rights and for recording in foreign trademark offices, and in enforcing any rights or choses in action accruing as a result of such Trademark Rights, by giving testimony in any proceedings or transactions involving such Trademark Rights, and by executing preliminary statements and other affidavits, it being understood that the foregoing covenant and agreement shall bind, and inure to the benefit of, the assigns and legal representatives of each of the parties hereto;

Each of the Assignors represents and warrants that it has the right, title, and authority to execute this Assignment and to convey any and all right, title, and interest in the Trademark Rights, and that such Assignor has not conveyed nor will convey hereafter all or part of the Trademark Rights to a third party.

Each of the Assignors hereby authorizes said Assignee, its successors, and assigns, or anyone it may properly designate, to apply for trademark registrations in the U.S. and any and all foreign countries and regions, in its own name if desired, and additionally to claim priority to the filing date of any trademark applications and otherwise take advantage of the provisions of any international conventions. Each of the Assignors hereby constitutes and appoints Assignee as Assignor's true and lawful attorney-in-fact, with full power of substitution in such Assignor's name and stead, to take any and all steps, including proceedings at law, in equity or otherwise, to execute, acknowledge and deliver any and all instruments and assurances necessary or expedient in order to vest or perfect the aforesaid Trademark Rights more effectively in Assignee or to protect the same or to enforce any claim or right of any kind with respect thereto. This includes, but is not limited to, any rights with respect to the Trademark Rights that may have accrued in such Assignor's favor from the respective date of creation of such Trademark Rights to the Effective Date of this Assignment. Each of the Assignors hereby declares that the foregoing power is coupled with an interest and is irrevocable.

Assignee shall have the right to assign this Assignment, or any of Assignee's rights under this Assignment, in its sole discretion without restriction or limitation of any kind.

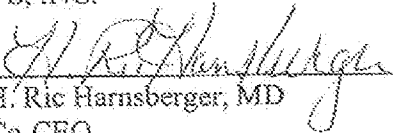
No rights in the Trademark Rights are reserved by Assignors.

This Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall comprise a single instrument.

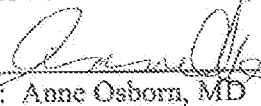
IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed as of the Effective Date.

ASSIGNORS:

AMIRSYS, INC.

By: 
Name: H. Ric Harnsberger, MD
Title: Co-CEO

AMIRSYS PUBLISHING, INC.

By: 
Name: Anne Osborn, MD
Title: CEO

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the Effective Date.

ASSIGNEE:

ELSEVIER INC.

By: 

Name: Mark Seeley

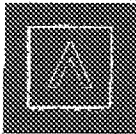
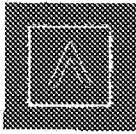
Title: Senior Vice President and General Counsel

[PROJECT UTAH SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

TRADEMARK
REEL: 005308 FRAME: 0659



EXHIBIT A


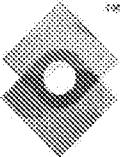







Registered Servicemarks, Trademarks and Trade Names Owned by Amirsys, Inc.

| Title | Owner | Country | Reg No. | Reg Date | Action Needed | Due Date | Est Costs |
|---|---------------|----------------------|-------------------------|-----------|---------------|----------|-----------|
| ACRES | Amirsys, Inc. | USA | 3938412 | 3/29/2011 | | | |
| AMIRSYS | Amirsys, Inc. | USA | 2804320 | 1/13/2004 | | | |
| AMIRSYS | Amirsys, Inc. | USA | 3230117 | 4/17/2007 | | | |
|  | Amirsys, Inc. | USA | 2831436 | 4/13/2004 | | | |
|  | Amirsys, Inc. | USA | 3230116 | 4/17/2007 | | | |
| AMIRSYS EBOOK ADVANTAGE | Amirsys, Inc. | USA | 3826083 | 7/27/2010 | | | |
| ANATOMYONE | Amirsys, Inc. | USA | 4302167 | 3/12/2013 | | | |
| ANATOMYONE | Amirsys, Inc. | Canada | TMA853187 | 6/12/2013 | | | |
| ANATOMYONE | Amirsys, Inc. | Australia | 1112376 | 2/9/2012 | | | |
| ANATOMYONE | Amirsys, Inc. | Madrid Protocol (TM) | 1112376 | 2/9/2012 | | | |
| ANATOMYONE | Amirsys, Inc. | Ireland | 1112376 | 2/9/2012 | | | |
| ANATOMYONE | Amirsys, Inc. | United Kingdom | 1112376 | 2/9/2012 | | | |
| EXPERTDDX | Amirsys, Inc. | USA | 3800532 | 6/8/2010 | | | |
| EXPERTPATH | Amirsys, Inc. | USA | Application in progress | | | | |
| IMMUNOQUERY | Amirsys, Inc. | USA | 2479600 | 8/21/2001 | | | |
| IMMUNOQUERY CUSTOM SYNC | Amirsys, Inc. | USA | 3785908 | 5/4/2010 | | | |
| NAMES YOU KNOW. CONTENT YOU TRUST. | Amirsys, Inc. | USA | 3230119 | 4/17/2007 | | | |
| NAMES YOU KNOW. CONTENT YOU TRUST. | Amirsys, Inc. | USA | 2827211 | 3/30/2004 | | | |
| PATHIQ | Amirsys, Inc. | USA | 3419319 | 4/29/2008 | | | |
| PATHIQ | Amirsys, Inc. | Canada | TMA803895 | 8/9/2011 | | | |

| | | | | | | | |
|---------------------------------------|---------------|----------------|-------------------|---------------------|-----------------------------------|-----------|---------|
| PATHIQ | Amirsys, Inc. | Community (EU) | 6129902 | 5-Jun-08 | | | |
| POCKETRADIOLOGIST | Amirsys, Inc. | USA | 2699797 | 3/25/2003 | | | |
| RADPRIMER | Amirsys, Inc. | USA | 3951414 | 4/26/2011 | | | |
| RADSEARCH | Amirsys, Inc. | USA | 3958581 | 5/10/2011 | | | |
| RADTOOLS | Amirsys, Inc. | USA | 3958580 | 5/10/2011 | | | |
| STADX PATHIQ | Amirsys, Inc. | USA | 3603047 | 4/7/2009 | | | |
| STATDX | Amirsys, Inc. | USA | 3230120 | 4/17/2007 | | | |
| STATDX | Amirsys, Inc. | USA | 3443552 | 6/10/2008 | Deadline to file TM Use affidavit | 6/10/2014 | \$1,200 |
| STATDX PREMIER | Amirsys, Inc. | USA | 3822830 | 7/20/2010 | | | |
| YOUR ONE SOURCE FOR MASTERING ANATOMY | Amirsys, Inc. | USA | 4452639 | 12/17/2013 | | | |
| YOUR ONE SOURCE FOR MASTERING ANATOMY | Amirsys, Inc. | USA | App No. 85/474274 | App Date 11/16/2011 | Statement of Use Due on EOT4 | 10/9/2014 | \$1,000 |

Unregistered Servicemarks, Trademarks and Trade Names

| Mark | Owner | Country | Description |
|---|---------------|---------|---|
| AMIRSYS REFERENCE CENTERS™ | Amirsys, Inc. | USA | Used with Amirsys Reference Centers products |
|  | Amirsys, Inc. | USA | Used with Amirsys Reference Centers products and is planned to be associated with Amirsys Reference Centers on Facebook and Twitter |
| anatomy REFERENCE CENTER™ | Amirsys, Inc. | USA | Used with Anatomy Reference Center product |
|  | Amirsys, Inc. | USA | Used with Anatomy Reference Center product and is planned to be associated with Anatomy Reference Center on Facebook and Twitter |

| | | | |
|---|---------------|-----|--|
|  | Amirsys, Inc. | USA | Used with Imaging Reference Center product |
|  | Amirsys, Inc. | USA | Used with Imaging Reference Center product and is planned to be associated with Imaging Reference Center on Facebook and Twitter |
|  | Amirsys, Inc. | USA | Used with Pathology Reference Center product |
|  | Amirsys, Inc. | USA | Used with Pathology Reference Center product and is planned to be associated with Pathology Reference Center on Facebook and Twitter |
|  | Amirsys, Inc. | USA | Associated with AnatomyOne® product on Facebook and Twitter |
|  | Amirsys, Inc. | USA | Planned to be Associated with Amirsys eBook Advantage® product on Facebook and Twitter |
|  | Amirsys, Inc. | USA | Planned to be associated with Immunoquery® product on Facebook and Twitter |
|  | Amirsys, Inc. | USA | Associated with RADPrimer® product on Facebook and Twitter |
|  | Amirsys, Inc. | USA | Associated with STATds® product on Facebook and Twitter |
| <i>Get it right. Right now.™</i> | Amirsys, Inc. | USA | Used with Amirsys registered trademark numbers 2804320 and 3230117 |
| AMIRSYS Publishing™ | Amirsys, Inc. | USA | Used by Amirsys Publishing, Inc. |

Pending Servicemarks, Trademarks and Trade Names

See above

**Assumed Fictional
Business Names**

None

EXHIBIT B

Registered Servicemarks, Trademarks and Trade Names Owned by Amirsys Publishing,
Inc.

None

Unregistered Servicemarks, Trademarks and Trade Names

None

Pending Servicemarks, Trademarks and Trade Names

None