

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM314782

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF 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>
konciergeMD, Inc.		04/25/2014	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Accolade, Inc.		
<b>Street Address:</b>	660 W. Germantown Pike		
<b>Internal Address:</b>	Suite #500		
<b>City:</b>	Plymouth Meeting		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	19462		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4440782	KONCIERGEMD	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2159814750		
<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>			
<b>Phone:</b>	215.981.4194		
<b>Email:</b>	kennedyp@pepperlaw.com, jensenc@pepperlaw.com, catalanot@pepperlaw.com		
<b>Correspondent Name:</b>	Paul J. Kennedy c/o Pepper Hamilton LLP		
<b>Address Line 1:</b>	3000 Two Logan Square		
<b>Address Line 2:</b>	18th and Arch Streets		
<b>Address Line 4:</b>	Philadelphia, PENNSYLVANIA 19103		
<b>ATTORNEY DOCKET NUMBER:</b>	140384.3		
<b>NAME OF SUBMITTER:</b>	Paul J .Kennedy		
<b>SIGNATURE:</b>	/Paul J. Kennedy/		
<b>DATE SIGNED:</b>	08/21/2014		
<b>Total Attachments: 6</b>			
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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“*IP Assignment*”), dated April 25, 2014, is entered into by and between konciergeMD, Inc., a Delaware corporation (“*Assignor*”), and Accolade, Inc., a Delaware corporation (“*Assignee*”).

### BACKGROUND

Pursuant to that certain Asset Purchase Agreement (the “*Purchase Agreement*”), dated April 25, 2014, by and among Assignor, certain stockholders of Assignor listed on the signature pages thereto, konciergeMD Investors Trust, a Pennsylvania trust, and Assignee, Assignor agreed to sell, convey, assign, transfer and deliver to Assignee its entire right, title and interest in and to all of the Intellectual Property owned by Assignor, including the Intellectual Property set forth on Schedule 1 attached hereto (collectively, the “*Acquired Intellectual Property*”).

### AGREEMENT

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

### COPYRIGHTS

1. Assignor hereby sells, conveys, assigns, transfers and delivers to Assignee, free and clear of all Encumbrances, all right, title and interest in and to the Copyrights included in the Acquired Intellectual Property, and further including any and all (a) renewal rights in respect of such Copyrights, (b) rights to obtain registrations of such Copyrights in the United States and throughout the world, and (c) rights 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.

### TRADEMARKS

2. Assignor hereby sells, conveys, assigns, transfers and delivers to Assignee, free and clear of all Encumbrances, all right, title and interest in and to the Trademarks included in the Acquired Intellectual Property together with the Goodwill that is symbolized by such Trademarks, and further including any and all (a) renewal rights in respect of such Trademarks, (b) rights to obtain registrations of such Trademarks throughout the world, and (c) rights 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.

## PATENTS

3. Assignor hereby sells, conveys, assigns, transfers and delivers to Assignee, free and clear of all Encumbrances, all right, title and interest in and to the Patents included in the Acquired Intellectual Property, and further including any and all (a) rights in any divisional, continuation, continuation-in-part, reexamination, or reissue thereof, (b) rights to obtain patent or equivalent protection therein throughout the world, and (c) rights 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.

## TRADE SECRETS

4. Assignor hereby sells, conveys, assigns, transfers and delivers to Assignee, free and clear of all Encumbrances, all right, title and interest in and to the trade secrets of Assignor, including any and all (a) rights to sue and recover any and all damages and profits or seek injunctive relief, and (b) rights to obtain any and all other remedies, for past, present or future misappropriations or violations thereof, all in Assignee's sole name.

## FURTHER UNDERTAKINGS

5. Assignor shall cooperate with Assignee in any action Assignee reasonably requests that Assignor take in order to effectuate, carry out, or fulfill the parties' intent and/or Assignor's obligations hereunder, including the execution of any instruments and papers that are necessary or desirable, in Assignee's sole discretion, to consolidate, confirm, vest and/or record Assignee's full and complete ownership of the Acquired Intellectual Property with, for example, the United States Patent and Trademark Office.

## GENERAL

6. Entire Agreement. This IP Assignment, the Purchase Agreement and the Transaction Documents contain the entire agreement of the parties hereto with respect to the subject matter of this IP Assignment. No prior agreement or understanding pertaining to any such matter shall be effective. Neither the making nor the acceptance of this IP Assignment or of any other instrument or document of sale, transfer, assignment, conveyance, acquisition or acceptance as to any particular item of Acquired Intellectual Property shall restrict, impair, reduce, expand or otherwise modify the terms of the Purchase Agreement or constitute a waiver or release by Assignor or Assignee of any Liabilities, duties or obligations imposed upon any of them by the terms of the Purchase Agreement, including the representations and warranties and other provisions contained therein.

7. Assignment. This IP Assignment may be assigned by Assignee in accordance with the provisions of the Purchase Agreement, including Section 11.8 thereof.

8. Binding Effect. This IP Assignment shall be binding upon and inure solely to the benefit of the parties hereto and their permitted successors and assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity, any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this IP Assignment.

9. No Amendment. This IP Assignment may not be amended, modified or supplemented except by an instrument in writing signed by, or on behalf of, the parties hereto.

10. Governing Law. This IP Assignment shall be governed by, and construed in accordance with, the Laws of the State of Delaware applicable to contracts executed in and to be performed in that state without giving effect to any choice or conflict of law provision or rule that would cause the application of the law of any jurisdiction other than the State of Delaware.

11. Severability. If any provision of this IP 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.

12. Defined Terms. All capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Purchase Agreement and the rules of construction set forth in Section 12.1 of the Purchase Agreement shall apply to this Agreement.

13. Counterparts; Execution by Facsimile. This IP Assignment may be executed in two (2) or more counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same instrument. The reproduction of signatures by means of facsimile device or other electronic means shall be treated as though such reproductions are executed originals.

*[Remainder of this page was intentionally left blank; signature pages to follow]*

IN WITNESS WHEREOF, each of the parties hereto have caused this Intellectual Property Assignment to be duly executed on the date first above written.

**ASSIGNOR:**

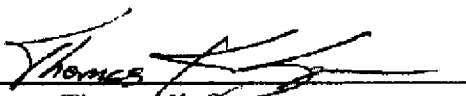
KONCIERGEMD, INC.

By: Vijay Khanna  
Name: Vijay Khanna  
Title: Chief Executive Officer

*[Signature page continues]*

**ASSIGNEE:**

**ACCOLADE, INC.**

By:   
Name: Thomas K. Spain  
Title: President

*[Signature Page to Intellectual Property Assignment Agreement]*

**SCHEDULE 1**

**Copyrights**

None.

**Trademarks**

<u>Trademark</u>	<u>Regis No.</u>	<u>Regis Date</u>	<u>Owner</u>	<u>Description</u>
KONCIERGEMD	4440782	26-Nov-2013	Seller	IC 042. US 100 101. G & S

**Patents**

None.

Schedule 1