

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM315945

<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>
Jobson Medical Information LLC		08/28/2014	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	New England Independent Review Board, LLC		
<b>Street Address:</b>	202 Carnegie Center		
<b>Internal Address:</b>	Suite 107		
<b>City:</b>	Princeton		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	08540		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4224000	FASTTRACK	
<b>Registration Number:</b>	4411192	NEW ENGLAND INSTITUTIONAL REVIEW BOARD	
<b>Registration Number:</b>	4543169	NEIRB	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2023935350		
<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>	2026386666		
<b>Email:</b>	trademark@jhip.com,lweiss@jhip.com,daris@jhip.com		
<b>Correspondent Name:</b>	Leesa N. Weiss		
<b>Address Line 1:</b>	400 7th St., N.W.		
<b>Address Line 2:</b>	6th Floor		
<b>Address Line 4:</b>	Washington, D.C. 20004		
<b>ATTORNEY DOCKET NUMBER:</b>	G14378		
<b>NAME OF SUBMITTER:</b>	Leesa N. Weiss		
<b>SIGNATURE:</b>	/Leesa N. Weiss/		
<b>DATE SIGNED:</b>	09/03/2014		
<b>Total Attachments: 7</b>			

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INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT ("Intellectual Property Assignment") is made this 28th day of August 2014, by and between, JOBSON MEDICAL INFORMATION LLC, Delaware limited liability company ("Seller"), and NEW ENGLAND INDEPENDENT REVIEW BOARD, LLC, a Delaware limited liability company ("Buyer"). Capitalized terms used herein that are defined in the Purchase Agreement (as defined below) shall have the meanings ascribed to them in the Purchase Agreement unless otherwise defined herein.

WHEREAS, Buyer and Seller are parties to that certain Asset Purchase Agreement dated as of the date hereof (the "Purchase Agreement"); and

WHEREAS, pursuant to the Purchase Agreement, Seller has agreed to sell, assign, transfer, and deliver all of its rights, title and interests in and to the Seller Intellectual Property to Buyer, and Buyer has agreed to accept such sale, assignment, transfer, and delivery as set forth in the Purchase Agreement;

NOW, THEREFORE, pursuant to the Purchase Agreement and in consideration of the premises, and for good and valuable consideration paid by Buyer to Seller, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows.

1. Assignment and Assumption. Seller hereby sells, assigns, transfers, and delivers to Buyer, and its successors and assigns, and Buyer does hereby accept and assume, all of Seller's respective rights, title and interests in and to the Seller Intellectual Property, including, without limitation, the registered Seller Intellectual Property described in Annex A and the unregistered Seller Intellectual Property described in Annex B, both attached hereto and incorporated herein by this reference, and including all of the goodwill associated with any trademarks included in the Seller Intellectual Property, all copyright rights included in the Seller Intellectual Property, and all rights of action and remedies for past, present and future infringements of any of the Seller Intellectual Property, in each case free and clear of all Liens and all in accordance with the terms of the Purchase Agreement.

2. Further Assurances. From time to time after the date hereof, upon the reasonable request of any party hereto, the other party or parties hereto shall execute and deliver or cause to be executed and delivered such further instruments of conveyance, assignment, transfer, acceptance and assumption, and take such further action as the requesting party may reasonably request in order to fully effectuate the purposes, terms and conditions hereof and of the Purchase Agreement. With respect to any domain names included in the Seller Intellectual Property, including those set forth on Annex A, Seller shall, for no additional consideration, take all steps as may be reasonably necessary to effect the foregoing assignment and transfer in accordance with the domain name transfer procedures of the applicable registrar(s) for such domain names, including executing applicable domain name registrar transfer agreements or documents, assignments, lawful oaths, and any other papers which Buyer may deem necessary or desirable.

3. Purchase Agreement. This Intellectual Property Assignment is subject in all respects to the terms and conditions of the Purchase Agreement. Nothing contained in this Intellectual Property Assignment shall be deemed to supersede any of the obligations, agreements, covenants

or warranties of Seller or Buyer contained in the Purchase Agreement. If the terms of this Intellectual Property Assignment conflict with the terms of the Purchase Agreement, then the terms of the Purchase Agreement shall govern.

4. Counterparts. This Intellectual Property Assignment may be executed in several counterparts, each of which shall be deemed an original, but such counterparts shall together (when executed and delivered) constitute but one and the same instrument. This Intellectual Property Assignment may be executed and delivered in counterpart signature pages executed and delivered via facsimile transmission or by e-mail transmission in Adobe portable document format, and any such counterpart executed and delivered via facsimile transmission or by e-mail transmission in Adobe portable document format shall be deemed an original for all intents and purposes.

5. Effectiveness. This Intellectual Property Assignment will be effective as of 12:01 a.m., Boston, Massachusetts time, on August 28, 2014.

6. Benefit; Assignment. This Intellectual Property Assignment shall be binding upon and inure to the benefit of Buyer and Seller and their respective successors and permitted assigns.

7. Amendment. No amendment, supplement, modification, waiver or termination of this Intellectual Property Assignment or any provision hereof shall be binding unless executed in writing by each party, or in the case of a waiver, by the party against whom the waiver is to be effective.

8. Headings. The headings set forth in this Intellectual Property Assignment are inserted or used for convenience of reference only and shall not control or affect the meaning or construction of the provisions of this Intellectual Property Assignment.

9. Governing Law. This Intellectual Property Assignment shall be governed, construed and enforced in accordance with the laws of the State of New York, including statute of limitation and repose, applicable to contracts made and performed in that State without giving effect to any choice or conflict of law principle, provision or rule, including all matters of construction, interpretation, validity and performance.

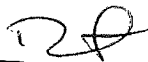
\* \* \* \* \*

*[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK; THE NEXT PAGE IS THE SIGNATURE PAGE]*

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Intellectual Property Assignment as of the date first above written.

SELLER:

**JOBSON MEDICAL INFORMATION LLC**

By:   
Name: DEREK WINSTON  
Title: CHIEF FINANCIAL OFFICER

BUYER:

**NEW ENGLAND INDEPENDENT REVIEW BOARD, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY ASSIGNMENT]

**TRADEMARK**  
**REEL: 005356 FRAME: 0099**

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Intellectual Property Assignment as of the date first above written.

SELLER:

**JOBSON MEDICAL INFORMATION LLC**

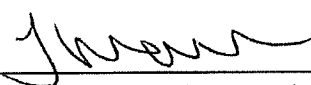
By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

BUYER:

**NEW ENGLAND INDEPENDENT REVIEW BOARD, LLC**

By:  \_\_\_\_\_

Name: THOMAS E. MARREN, JR.

Title: TREASURER

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY ASSIGNMENT]

**TRADEMARK**  
**REEL: 005356 FRAME: 0100**

Annex A

**Domain Names**

1. www.neirb.com
2. www.theprivacyboard.com

**Trademarks**

<b>MARK</b>	<b>COUNTRY</b>	<b>APPLN NO/ DATE</b>	<b>REG. NO/ REG. DATE</b>	<b>STATUS</b>
FASTTRACK	US	85/229,090 January 28, 2011	4,224,000 October 16, 2012	Registered
NEW ENGLAND INSTITUTIONAL REVIEW BOARD	US	85/908,261 April 18, 2013	4,411,192 October 1, 2013	Registered
NEIRB	US	86/097,147 October 21, 2013	4,543,169 June 3, 2014	Registered

## Annex B

### Trademarks

1. NEW ENGLAND IRB

2. NEIRB Logo:



### Copyrights

1. Standard Operating Procedures
2. Investigator Forms and guidances for biomedical and device research (found at <http://neirb.com/forms/>)

#### Pre Approval Forms

- Protocol Submission Form
- Site Submission Form
- Additional Location Form

#### Informed Consent Information

- Assent Template
- Consenting Tips
- ICF Outline
- ICF Template

#### Post Approval Forms

- Experimental Subject's Bill of Rights - California
- Experimental Subject's Bill of Rights - California/Spanish
- Instructions for Submitting an Amendment
- Protocol Deviation Report
- Amendment Submission Form
- Request for Revision to the NEIRB-Approved Informed Consent Form
- Serious Adverse Event Report Form
- Unanticipated Problems Report
- Change to Investigative Site or Research Staff



### Renewal/Completion Forms

- Study Site Completion Report
  - Study Site Renewal Report
3. Investigator Forms for Social, Behavioral, and Educational Research Studies (found at <http://neirb.com/social-behavioral-and-educational-research-studies/>)
- Protocol Submission Form
  - Site Submission Form for SBER Studies
  - Additional Location Form for SBER Studies
  - Definition of Additional Location for SBER Studies
4. Forms for HIPAA-related waivers of authorization (found at <http://theprivacyboard.com/submit.html> and <http://theprivacyboard.com/project.html>)
- Waiver Submission Form
  - Project Update Form

### Trade Secrets

1. Standard Operating Procedures