

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM317175

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	06/20/2014

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MedAware Solutions, LLC		06/20/2014	LTD LIAB JUST CO MISSOURI XXXX CO

RECEIVING PARTY DATA

Name:	MedAware Solutions, Inc.
Street Address:	1101 Lucas Avenue
Internal Address:	6th Floor
City:	Saint Louis
State/Country:	MISSOURI
Postal Code:	63101
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	86133917	MEDAWARE SOLUTIONS

CORRESPONDENCE DATA**Fax Number:**

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.

Phone: 314-494-5330
Email: psalsich@coolfire.com
Correspondent Name: Pete Salsich III
Address Line 1: 1101 Lucas Avenue
Address Line 2: 6th Floor
Address Line 4: Saint Louis, MISSOURI 63101

NAME OF SUBMITTER:	Pete Salsich III
SIGNATURE:	/Pete Salsich III/
DATE SIGNED:	09/17/2014

Total Attachments: 3

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Assignment of Trademark Application Agreement

This Assignment of Trademark Application Agreement is entered into this 20th day of June, 2014 (the "Effective Date"), by and between **MedAware Solutions, LLC**, a Missouri Limited Liability Company ("Assignor") and **MedAware Solutions, Inc.**, a Delaware corporation ("Assignee").

WHEREAS, Assignor owns the entire right, title and interest in and to United States Trademark Application Serial No. 86133917 for MEDAWARE SOLUTIONS ("the MEDAWARE Application"); and

WHEREAS, Assignor entered into an Agreement and Plan of Merger dated June 20, 2014 pursuant to which it was merged into Assignee, which became the surviving entity and successor in interest to Assignor ("the Merger"); and

WHEREAS, in consideration of and to give full effect to the Merger, and to permit the surviving entity to continue to pursue the MEDAWARE Application and to use the MEDAWARE SOLUTIONS mark, Assignor intends to assign to Assignee all of its right, title and interest in and to the MEDAWARE Application and the MEDAWARE SOLUTIONS mark, together with all of the goodwill of the business symbolized thereby, upon the terms and conditions set forth herein.

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignment of Trademark Application. Assignor hereby irrevocably conveys and assigns to Assignee, and Assignee hereby accepts from Assignor, all of Assignor's right, title, and interest in and to the MEDAWARE Application and the MEDAWARE SOLUTIONS mark, together with the goodwill of the business symbolized by the MEDAWARE Application and the MEDAWARE SOLUTIONS mark.
2. Assignor's Representations and Warranties. Assignor hereby represents and warrants that:
 - a. Assignor owns the entire right, title and interest in and to the MEDAWARE Application and the MEDAWARE SOLUTIONS mark;
 - b. Assignor has not licensed the MEDAWRE Application or the MEDAWARE SOLUTIONS mark to any other person or entity or granted, either expressly or impliedly, any trademark or service mark rights with respect to the MEDAWARE Application or the MEDAWARE SOLUTIONS mark to any other person or entity;
 - c. There are no liens or security interests against the MEDAWARE Application or the MEDAWARE SOLUTIONS mark;
 - d. Assignor has all authority necessary to enter into this Agreement and the execution and delivery of this Agreement has been duly and validly authorized; and

e. Execution of this Assignment and performance of Assignor's obligations hereunder shall not violate or conflict with any other agreement to which Assignor is a party or provision of Assignor's Articles of Organization or Operating Agreement.

3. Consideration. The consideration for this Assignment is included in the terms of the Merger, pursuant to which, *inter alia*, Assignor receives the benefit of merging into Assignee.

4. No Further Use or Challenge. After the Effective Date, Assignor agrees to make no further pursuit of the MEDAWARE Application or use of the MEDAWARE SOLUTIONS mark or any mark confusingly similar thereto, anywhere in the world, and Assignor agrees to not challenge Assignee's use or ownership, or the validity, of the MEDAWARE Application or the MEDAWARE SOLUTIONS mark.

5. Binding Effect. This Agreement shall be binding on and shall inure to the benefit of the parties to this Agreement and their successors and assigns, if any.

6. Miscellaneous.

a. This Agreement constitutes the entire agreement of the parties with regard to the subject matter hereof. No modifications of or additions to this Agreement shall have effect unless in writing and properly executed by both parties, making specific reference to this Agreement by date, parties, and subject matter.

b. This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of Delaware, without regard to its conflict of laws principles, and shall be enforceable against the parties in the courts of Delaware. For such purpose, each party hereby irrevocably submits to the jurisdiction of such courts, and agrees that all claims in respect of this Agreement may be heard and determined in any of such courts.

c. This Agreement may be signed by each party separately, in which case attachment of all of the parties' signature pages to this Agreement shall constitute a fully-executed agreement.

d. Any provision of this Agreement that is invalid, illegal or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions of this Agreement in such jurisdiction or rendering that or any other provision of this Agreement invalid, illegal or unenforceable in any other jurisdiction.

[Remainder of Page Intentionally Left Blank; Signature Page to Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment of Trademark Application Agreement to be executed by their respective duly authorized representatives as of the Effective Date above written.

ASSIGNOR

MEDAWARE SOLUTIONS, LLC


Signature: 

Print Name: JEFF GARIBALDI

Title: PRESIDENT & CEO

ASSIGNEE

MEDAWARE SOLUTIONS, INC.

Signature: 

Print Name: JEFF GARIBALDI

Title: PRESIDENT & CEO