

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM317877

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mr. Paul Katz		09/24/2014	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	ZirMed Inc.		
Street Address:	888 West Market Street		
Internal Address:	Suite 400		
City:	Louisville		
State/Country:	KENTUCKY		
Postal Code:	40202		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2966739	INTELLIGENT HEALTHCARE	
CORRESPONDENCE DATA			
Fax Number:	5025402268		
<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>			
Phone:	502-587-3707		
Email:	aberge@bgdlegal.com		
Correspondent Name:	Amy B. Berge		
Address Line 1:	101 S. Fifth Street		
Address Line 2:	3500 National City Tower		
Address Line 4:	Louisville, KENTUCKY 40202		
ATTORNEY DOCKET NUMBER:	110169.000003		
NAME OF SUBMITTER:	Amy B. Berge		
SIGNATURE:	//Amy B. Berge//		
DATE SIGNED:	09/24/2014		
Total Attachments: 2			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (the "Agreement") is entered into and effective as of this 24th day of September, 2014 (the "Effective Date"), by and between PAUL KATZ, an individual with an address of 1930 11th Street, Santa Monica, California 90404 ("Assignor") and ZIRMED INC., a Delaware corporation with an address of 888 West Market Street, Suite 400, Louisville, Kentucky 40202 ("Assignee").

RECITALS

A. Assignor owns the service mark INTELLIGENT HEALTHCARE (the "Mark") used in connection with the compilation and analysis of data in the health care industry;

B. Assignor owns United States Reg. No. 2,966,739 for the Mark (the "Registration"), which covers the services of "*Information and data compiling and analyzing relating to business management in the health care industry*"; and "*Data automation and collection service using proprietary software to evaluate, analyze and collect data in the health care industry*"; and

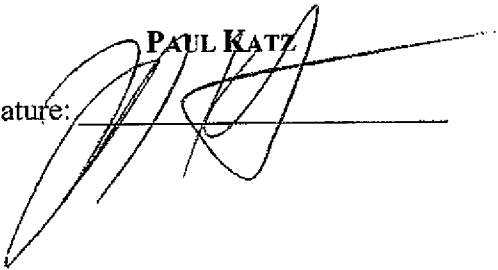
C. Assignor desires to assign the Mark, including the Registration, together with all of the goodwill associated with and symbolized by the Mark to Assignee, and Assignee desires to obtain the same from Assignor.



AGREEMENT

Therefore, the parties hereby agree as follows:

1. **ASSIGNMENT.** Assignor hereby transfers and assigns to Assignee, without any restrictions, reservations, or limitations, the Mark and the entire and exclusive right, title, and interest in and to the Mark, including, without limitation, the Registration, together with all of the goodwill associated with and symbolized by the Mark, and Assignee accepts all of the foregoing from Assignor.
2. **REPRESENTATIONS AND WARRANTIES.** Assignor represents and warrants that he is authorized to make this assignment and to grant the rights herein, and that the Mark, the Registration, and the associated goodwill are being conveyed without encumbrance.
3. **FURTHER ASSURANCES.** Upon Assignee's reasonable request, Assignor shall, without need for further consideration, cooperate with Assignee to ensure that Assignor's performance under this Agreement is fully and timely discharged, including, without limitation, by executing and delivering such other documents and taking such other actions as may be necessary to consummate and effectuate the transfer and assignment of the Mark and Registration.
4. **RECORDATION WITH USPTO.** This Agreement may be recorded with the United States Patent and Trademark Office to document and effectuate the assignment of the Mark and Registration from Assignor to Assignee.

IN WITNESS WHEREOF, Assignor and Assignee, each with the intent to be legally bound, enter into this Agreement as of the Effective Date.

Signature: 
PAUL KATZ

Name: 
Signature: 
Title: CEO & Founder