

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM318563

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ENTITY CONVERSION		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Audax Health Solutions, LLC		05/23/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Rally Health, Inc.		
Street Address:	3000 K Street, N.W.		
Internal Address:	Suite 350		
City:	Washington		
State/Country:	D.C.		
Postal Code:	20007-5109		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	86278388	RALLY	
Serial Number:	86048918	REALM BLAZER	
CORRESPONDENCE DATA			
Fax Number:	2026725399		
<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:	202-672-5300		
Email:	IPDocketing@foley.com		
Correspondent Name:	Norm J. Rich		
Address Line 1:	Foley & Lardner LLP		
Address Line 2:	3000 K Street, N.W., Sixth Floor		
Address Line 4:	Washington, D.C. 20007-5109		
ATTORNEY DOCKET NUMBER:	096392-0120		
NAME OF SUBMITTER:	Norm J. Rich		
SIGNATURE:	/Norm J. Rich/		
DATE SIGNED:	10/01/2014		
Total Attachments: 6			
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DISTRIBUTION AND TRANSFER AGREEMENT

THIS DISTRIBUTION AND TRANSFER AGREEMENT (this "Agreement") is made and entered into on May 23, 2014 (the "Effective Date") by and between Audax Health Solutions, LLC, a Delaware limited liability company formerly known as Audax Health Solutions, Inc., a Delaware corporation ("Subsidiary") and Rally Health, Inc., a Delaware corporation formerly known as Audax Holdings, Inc., a Delaware corporation ("Parent"). Subsidiary and Parent are each sometimes referred to herein as a "Party" and collectively as the "Parties".

WHEREAS, Subsidiary is a wholly owned subsidiary of Parent;

WHEREAS, Subsidiary effectuated a conversion effective as of 11:59 pm on May 23, 2014, from a Delaware corporation into a Delaware limited liability company (the "Conversion");

WHEREAS, the Parties desire to enter into this Agreement to implement an internal reorganization, whereby Subsidiary will distribute and transfer to Parent all of its assets, except for those certain assets set forth on an exhibit hereto (the "Reorganization");

WHEREAS, Parent and Subsidiary desire that the Reorganization be effective immediately following the effectiveness of the Conversion the ("Effective Time"); and

NOW, THEREFORE, in consideration of the mutual covenants, representations, warranties, agreements, and conditions set forth in this Agreement, the Parties hereby agree as follows:

Article 1. Definitions

The following terms have the following meanings:

"Contract" means any contract, lease, license, purchase order, sales order, memorandum of understanding or other agreement, undertaking or binding commitment, whether or not in written form.

"Governmental Entity" means any federal, state, municipal, local or foreign government, any political subdivision thereof or any court, administrative or regulatory agency, department, instrumentality, body or commission or other governmental or quasi-governmental authority, agency or entity, domestic or foreign.

"Person" means any natural person, corporation, limited liability company, association, partnership (whether general or limited), joint venture, proprietorship, governmental agency, trust, estate, association, custodian, nominee or any other individual or entity, whether acting in an individual, fiduciary, representative or other capacity.

Article 2. Distribution and Transfer

Except for those certain assets listed on Exhibit A hereto (collectively, the “Excluded Assets”), Subsidiary hereby distributes, assigns, transfers, and delivers to Parent, and Parent hereby accepts and takes from Subsidiary, effective as of the Effective Time, all of Subsidiary’s right, title and interest in and to all of the assets of Subsidiary (collectively, the “Assigned Assets”). The Assigned Assets include, without limitation, the workforce of Subsidiary; provided, however, the effective date of transferring the workforce of Subsidiary may be a date after the Effective Time if, in the discretion of the officers of Parent and Subsidiary, such date is necessary or convenient for the Parties.

Article 3. Representations and Warranties

Each Party hereby represents and warrants to the other Party that:

3.1 Formation and Company Power; Authority. Such Party is a corporation or limited liability company duly formed, validly existing, and in good standing under the laws of the jurisdiction of its organization, and it has all requisite power and authority to execute and deliver this Agreement and perform the transactions contemplated by this Agreement.

3.2 Execution, Delivery; Valid and Binding Agreement. The execution, delivery, and performance of this Agreement by such Party and the consummation of the transactions contemplated hereby have been duly and validly authorized by all necessary corporate or limited liability company action, and no other proceedings on its part are necessary to authorize the execution, delivery, and performance of this Agreement. This Agreement has been duly executed and delivered by such Party and constitutes the valid and binding obligation of such Party, enforceable against it in accordance with its terms, except as such enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, or other laws of general application affecting the enforcement of creditors’ rights or by general principles of equity.

Article 4. Miscellaneous

4.1 Notices. All notices, demands and other communications to be given or delivered under or by reason of the provisions of this Agreement will be in writing and will be deemed to have been given when personally delivered or three business days after being mailed by first class U.S. mail, return receipt requested, or when receipt is acknowledged, if sent by facsimile, telecopy, or other electronic transmission device. Notices, demands, and communications to each of the Parties, unless another address is specified in writing, will all be sent to the address indicated below: Rally Health, Inc.

3000 K Street NW, Suite 350

Washington, DC 20007

Attention: Chief Executive Officer

Executive Vice President, Business Affairs and Legal

4.2 Further Assurances. Subject to the terms and conditions of this Agreement, each Party shall prepare, execute and deliver, or caused to be prepared, executed and delivered, such further documents, instruments and filings, and shall use commercially reasonable efforts to take or cause to be taken such other further action, as any Party shall reasonably request of any other

Party at any time or from time to time in order to consummate the transactions contemplated by this Agreement.

4.3 Certain Assignments. Notwithstanding anything in this Agreement to the contrary, this Agreement does not constitute an agreement to assign any Assigned Asset if an attempted assignment, without the consent of, or other action by, any Person or Governmental Entity, would constitute a breach or adversely affect in any material respect the rights of the Parties and such consent or other action has not yet been completed (collectively, the “Restricted Assets”). Subsidiary shall use commercially reasonable efforts to obtain the consent of each third party required to assign each Restricted Asset. Once a consent or action described in this Section 4.3 is obtained from or taken by, respectively, such applicable third party, the applicable Restricted Asset will be deemed to have been automatically assigned and transferred to Parent on the terms set forth in this Agreement, as of the Effective Time (unless a different effective date is expressly set forth in the applicable written consent), for no additional consideration. Until such consent or other action, the Parties will cooperate with each other, and use their respective commercially reasonable efforts, so that each Restricted Asset can be performed by Parent and any Restricted Asset that is a Contract (a “Restricted Contract”) can be performed by Parent, and the objection, if any, of the third party thereto can be vitiated. Such cooperation and commercially reasonable efforts may include (i) (A) entering into an arrangement pursuant to which Subsidiary shall nominally perform the Restricted Contract on substantially the same terms and conditions, or (B) entering into a subcontract to the Restricted Contract, in each case, pursuant to which Parent shall have all economic benefits of the Restricted Contract, or (ii) entering into one or more separate Contracts with such third party allocating the benefits and obligations under such Contracts to the applicable Party.

4.4 Severability. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

4.5 Counterparts. This Agreement may be executed in one or more counterparts, any one of which need not contain the signatures of more than one Party, but all such counterparts when taken together constitute one and the same instrument.

4.6 Miscellaneous. The paragraph headings or captions appearing in this Agreement are for convenience only, are not a part of this Agreement, and are not to be considered in interpreting this Agreement. This Agreement, including any Exhibit hereto, constitutes the complete agreement among the Parties and supersedes any prior oral or written agreements among the Parties regarding the Reorganization. There are no verbal agreements that change this Agreement, and no waiver of any of its terms will be effective unless in writing executed by the Parties. This Agreement binds and benefits the Parties and their successors and assigns. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Delaware without giving effect to its principles or rules of conflicts of laws. Each Party hereby waives its right to a trial by jury of any issues related to, or arising out of, its obligations under this Agreement.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement effective as of the Effective Date.

Audax Health Solutions, LLC

By: 

Name: David Ko

Title: President, Chief Operating Officer

Rally Health, Inc.

By: _____

Name: Grant Verstandig

Title: Chief Executive Officer

[Signature Page to Distribution and Transfer Agreement]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement effective as of the Effective Date.

Audax Health Solutions, LLC

By: _____

Name: David Ko

Title: President, Chief Operating Officer

Rally Health, Inc.

By: _____

Name: Grant Verstandig

Title: Chief Executive Officer

[Signature Page to Distribution and Transfer Agreement]