

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM318885

<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>
WebOutcomes, LLC		09/29/2014	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	WebPT, Inc.		
<b>Street Address:</b>	625 S. 5th Street, Bldg. A		
<b>City:</b>	Phoenix		
<b>State/Country:</b>	ARIZONA		
<b>Postal Code:</b>	85004		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85960520	WEBOUTCOMES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6197646701		
<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>	619699920		
<b>Email:</b>	sdtrademark@dlapiper.com		
<b>Correspondent Name:</b>	Christina D. Yates		
<b>Address Line 1:</b>	DLA Piper LLP (US)		
<b>Address Line 2:</b>	401 B Street, Suite 1700		
<b>Address Line 4:</b>	San Diego, CALIFORNIA 92101-4297		
<b>ATTORNEY DOCKET NUMBER:</b>	WEBOUTCOMES		
<b>NAME OF SUBMITTER:</b>	Christina D. Yates		
<b>SIGNATURE:</b>	/cdyates/		
<b>DATE SIGNED:</b>	10/02/2014		
<b>Total Attachments: 5</b>			
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TRADEMARK



## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (the "Assignment") is made and entered into on September 29, 2014 (the "Effective Date"), by and between WebOutcomes, LLC, a Delaware limited liability company ("Assignor") and WebPT, Inc., a Delaware corporation ("Assignee").

**WHEREAS**, in connection with the transactions contemplated by the Asset Purchase Agreement dated as of September 29, 2014, by and among Benchmark Growth Partners, LLC, a Delaware limited liability company, Assignor and Assignee (the "Purchase Agreement"), Assignor wishes to assign to Assignee, and Assignee wishes to accept from Assignor, all of Assignor's right, title and interest in and to all common law and registered trademarks and applications for trademark of Assignor (collectively, the "Assigned Trademarks"), including without limitation, that certain registration in process for the service mark displayed on Schedule 1, attached hereto, Serial Number 85960520, filed with the United States Patent and Trademark Office on June 14, 2013 (individually, the "Registration"); and

**WHEREAS**, all capitalized terms used but not defined herein shall have the meanings given to them in the Purchase Agreement.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignor hereby sells, assigns and transfers to Assignee, and Assignee hereby accepts, all of Assignor's right, title and interest in and to the Assigned Trademarks, including without limitation: (i) all common law rights and goodwill of the business associated with the Assigned Trademarks; (ii) any and all trademark applications and renewals and all registrations or certificates that may be issued or granted therefor; (iii) all income, royalties, damages and payments now or hereafter due or payable in respect to the Assigned Trademarks; (iv) all causes of action, either in law or in equity, for damages for past, present or future infringement of the Assigned Trademarks, throughout the entire world, including the right to collect all proceeds and damages therefrom; (v) the right throughout the world to file applications and renewals and obtain trademark registrations in the Assigned Trademarks in Assignee's own name, including without limitation, all rights of priority; and (vi) all other corresponding rights secured under the laws of the United States and any foreign country, whether they may now or hereafter arise.

2. Assignor represents and warrants to Assignee: (i) Assignor has the right, power and authority to enter into this Assignment; (ii) Assignor is the exclusive owner of all right, title and interest in and to the Assigned Trademarks; (iii) Assignor owns the Assigned Trademarks and all corresponding rights therein free of liens, security interests, encumbrances and licenses; (iv) use of the Assigned Trademarks by Assignee does not and will not infringe the rights of any person or entity; (v) there are no claims, pending or threatened, with respect to Assignor's rights in the Assigned Trademarks or with respect to Assignor's use of the Assigned Trademarks; (vi) this Assignment is valid, binding and enforceable against Assignor in accordance with its terms; and (vii) Assignor is not subject to any agreement, judgment or order inconsistent with this Assignment.

3. Assignor agrees that should any further acts or additional or further documentation be

requested by Assignee or required to protect, secure, vest or record good title to the Assigned Trademarks in Assignee or otherwise carry out the provisions of this Assignment, Assignor will promptly and without further consideration, perform such acts and provide or execute such other information or documents, as applicable, as may be reasonably necessary upon Assignee's request.

4. Assignor hereby authorizes and requests the Commissioner for Trademarks of the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Assigned Trademarks registered in the corresponding jurisdiction.

5. This Assignment may be executed in one or more counterparts, each of which will be deemed an original and all of which, when taken together, will constitute one and the same instrument.

6. The rights and obligations of the parties hereto shall inure to the benefit of, and shall be binding upon, the parties hereto and their respective permitted successors and assigns.

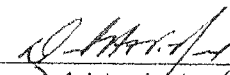
7. This Assignment in no way defeats, limits, alters, impairs, enhances or enlarges any right, obligation, limitation, claim or remedy under the Purchase Agreement, including any rights the parties hereto may have under the representations, warranties, limitations on remedies and liabilities, and indemnities set forth therein. In the event that any of the provisions of this Assignment are determined to conflict with the terms of the Purchase Agreement, the terms of the Purchase Agreement shall control.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Assignor and Assignee execute this Assignment by their duly authorized representatives as of the Effective Date.

“ASSIGNOR”

WEBOUTCOMES, LLC

By:   
Name: DAVID VAN NAME  
Title: CHAIRMAN

“ASSIGNEE”

WEBPT, INC.

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

Signature Page to  
Trademark Assignment

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TRADEMARK  
REEL: 005373 FRAME: 0896

IN WITNESS WHEREOF, Assignor and Assignee execute this Assignment by their duly authorized representatives as of the Effective Date.

**"ASSIGNOR"**

**WEBOUTCOMES, LLC**

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

**"ASSIGNEE"**

**WEBPT, INC.**

By: Paul W. Wandy  
Name: Paul W. Wandy  
Title: CEO

Signature Page to  
Trademark Assignment

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**TRADEMARK**  
**REEL: 005373 FRAME: 0897**

SCHEDULE 1  
REGISTRATION

**Web**  **Outcomes**

Schedule 1 to  
Trademark Assignment

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**RECORDED: 10/02/2014**

**TRADEMARK**  
**REEL: 005373 FRAME: 0898**