## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM319563

**NATURE OF CONVEYANCE:** ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
GNAX Holdings, LLC		10/08/2014	LIMITED LIABILITY COMPANY: DELAWARE

### **RECEIVING PARTY DATA**

Name:	GNAX Healthcare, LLC	
Street Address:	1100 White Street SW	
City:	Atlanta	
State/Country:	GEORGIA	
Postal Code:	30310	
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE	

### **PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark	
Registration Number:	4159340	GEORGIA HIE	
Registration Number:	4159341	GEORGIA HEALTH INFORMATION EXCHANGE	

### **CORRESPONDENCE DATA**

Fax Number: 4043659532

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: 404-233-7000

Email: MMMIPDocket@system.foundationip.com

**Correspondent Name:** Daniel E. Sineway

Address Line 1: 3343 Peachtree Rd, N.E. Address Line 4: Atlanta, GEORGIA 30326

ATTORNEY DOCKET NUMBER:	24505-79744
NAME OF SUBMITTER:	Daniel E. Sineway
SIGNATURE:	/Daniel E. Sineway/
DATE SIGNED:	10/09/2014

#### **Total Attachments: 3**

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> **TRADEMARK** REEL: 005378 FRAME: 0069

## TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT ("Trademark Assignment Agreement"), is made effective as of the 8th day of October, 2014 (the "Effective Date"), by and between GNAX Holdings, LLC, a Delaware limited liability company ("Assignor") and GNAX Healthcare, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, the Assignor is the owner of all right, title, and interest in and to the trademarks and any trademark registrations and/or trademark applications identified therefor in Schedule A attached hereto (the "Assigned Marks"), and the goodwill of the business symbolized by said trademarks; and

WHEREAS, the Assignee desires to acquire the Assigned Marks, the registrations and/or applications therefor, and any and all rights associated therewith from Assignor; and

WHEREAS, the Assignor desires to transfer and assign the Assigned Marks, the registrations and/or applications therefor, and any and all rights associated therewith to the Assignee.

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

- 1. Assignor hereby sells, assigns, transfers, and sets over to Assignee, and its lawful successors and assigns, Assignors entire right, title, and interest in and to (a) the Assigned Marks, (b) all goodwill symbolized by and associated with Assignor's business conducted under such Assigned Marks, (c) all registrations and applications (including intent-to-use applications) for the Assigned Marks together with the portion of Assignor's business to which the Assigned Marks apply, which business is ongoing and existing, (d) all income, royalties, damages and payments in respect of the Assigned Marks which become due or payable prior to or following the Effective Date, and (e) all rights to sue and recover for any past, present or future infringements, dilution, damage, profits or injury (and including the right to take over and continue any and all existing suits) to the Assigned Marks.
- Assignor hereby agrees, without further consideration, to execute all papers and to
  perform such other proper acts as Assignee or its successors or assigns may deem
  reasonably necessary to secure for Assignee or to its successors or assigns, or to evidence
  the rights, hereby transferred.
- 3. This Trademark Assignment Agreement shall be construed and enforced pursuant to the laws of the State of Delaware.
- 4. This Trademark Assignment Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.



IN WITNESS WHEREOF, each party hereto has caused this Trademark Assignment Agreement to be executed by a duly authorized officer as of the Effective Date set forth above.

GNAX Holdings, LLC, a Delaware limited liability company

By: Name:

Title:

GNAX Healthcare, LLC, a Delaware limited liability company

By:

Name:

Title:

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# SCHEDULE A

# Assigned Marks

Mark	Country	Serial / Reg. No.	Date Filed / Date Registered
GEORGIA HIE	US	85/357,999 4,159,340	06/28/2011 06/12/2012
GEORGIA HEALTH INFORMATION EXCHANGE	US	85/358,008 4,159,341	06/2 <b>8</b> /2011 06/12/2012

