

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM323117

<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>
HomecareCRM, LLC		10/27/2014	CORPORATION: GEORGIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	EMR ACQUISITION LLC		
<b>Street Address:</b>	575 Eighth Avenue, 15th floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10018		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4402509	HOMECARECRM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2067492006		
<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>	206.447.8925		
<b>Email:</b>	stewr@foster.com		
<b>Correspondent Name:</b>	Nancy V. Stephens		
<b>Address Line 1:</b>	1111 Third Avenue, Suite 3400		
<b>Address Line 4:</b>	Seattle, WASHINGTON 98101		
<b>ATTORNEY DOCKET NUMBER:</b>	200871-64		
<b>NAME OF SUBMITTER:</b>	Nancy V. Stephens		
<b>SIGNATURE:</b>	/Nancy V. Stephens/		
<b>DATE SIGNED:</b>	11/13/2014		
<b>Total Attachments: 4</b>			
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**INTELLECTUAL PROPERTY  
ASSIGNMENT AND ASSUMPTION AGREEMENT**

THIS INTELLECTUAL PROPERTY ASSIGNMENT AND ASSUMPTION AGREEMENT (“IP Assignment”) is made effective as of the \_\_\_ day of October, 2014, by and among **EMR ACQUISITION LLC**, a Delaware limited liability company (the “Assignee”), **HEMOCARECRM, LLC**, a Georgia limited liability company (the “Assignor”) and **DANIEL CHRISTOPHER TUNNELL**, an individual resident of the State of Nevada and sole member of the Assignor (“Tunnell”). All capitalized but undefined terms used herein shall have the meaning given such terms in the Purchase Agreement (as defined below).

R E C I T A L S

WHEREAS, Assignor, eHealth Solutions Inc., Tunnell and Assignee have entered into that certain Asset Purchase Agreement, dated as of the 9th day of October, 2014 (the “Purchase Agreement”), whereby, among other contemplated transactions, Assignor has agreed to assign and transfer, and Assignee has agreed to acquire and assume all of Assignor’s and Tunnell’s (as applicable) worldwide right, title and interest in, to and under registered and unregistered domestic and foreign copyrights, patents, trademarks, trade names and applications for copyrights patents, trademarks, and trade names owned by Assignor or Tunnell and related to the Business as set forth on Schedule 3.14(a) to the Disclosure Schedules incorporated by reference into the Purchase Agreement (the “Assumed Intellectual Property”).

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, the parties agree as follows:

1. Assignment and Assumption. Assignor and Tunnell do each hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of all of Assignor’s and Tunnell’s worldwide right, title and interest in, to and under the Assumed Intellectual Property, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of any Assumed Intellectual Property, whether arising prior to or subsequent to the date of this Assignment, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States and in any other jurisdiction, the same to be held and enjoyed by Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by Assignor or Tunnell, as applicable, had this Assignment not been made.

2. Terms of the Purchase Agreement. The terms of the Purchase Agreement, including but not limited to the Seller’s representations, warranties, covenants, agreements, and indemnities relating to the Assumed Intellectual Property, are incorporated herein by reference. Seller acknowledges and agrees that the representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

3. Further Actions. Each of the parties hereto covenants and agrees to execute and

deliver, at the request of the other party hereto, such further instruments of transfer and assignment and to take such other action as such other party may reasonably request to more effectively consummate the assignments and assumptions contemplated by this IP Assignment.

4. Successors in Interest. This IP Assignment shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns, and any reference to a party shall also be a reference to the successors and permitted assigns thereof.

5. Governing Law. This IP Assignment shall be governed by and construed and enforced according with the laws of the State of Delaware without reference to its choice of law rules.

6. Miscellaneous. This Assignment (i) may be executed in one or more counterparts, and by the parties hereto in separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, and (ii) may be modified or amended only by written agreement executed by each of the parties hereto.

*[Signature Page Follows]*

IN WITNESS WHEREOF, Assignor has executed and delivered this Intellectual Property Assignment and Assumption Agreement as of the day and year first above written.

**ASSIGNEE:**

**EMR ACQUISITION LLC**  
a Delaware limited liability company

By: eHealth Solutions Inc.  
Its: Manager and Sole Member

By: \_\_\_\_\_  
Name: Stephen Pacicco  
Title: Chief Executive Officer

**ASSIGNOR:**

**HEMOCARECRM, LLC,**  
a Georgia limited liability company

By:   
Name: Daniel Christopher Tunnell  
Title: Manager and Sole Member

**TUNNELL:**

  
**DANIEL CHRISTOPHER TUNNELL**

[Signature Page to IP Assignment and Assumption Agreement]

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Title: Chief Executive Officer

**ASSIGNOR:**

**HEMOCARECRM, LLC,**  
a Georgia limited liability company

By: \_\_\_\_\_  
Name: Daniel Christopher Tunnell  
Title: Manager and Sole Member

**TUNNELL:**

\_\_\_\_\_  
**DANIEL CHRISTOPHER TUNNELL**

[Signature Page to IP Assignment and Assumption Agreement]