

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM325064

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Attune Health Management, Inc.		11/25/2014	CORPORATION: TEXAS
RECEIVING PARTY DATA			
Name:	EB Employee Solutions, LLC		
Street Address:	245 Main Street # Suite 605		
City:	White Plains		
State/Country:	NEW YORK		
Postal Code:	10601		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4491644		
CORRESPONDENCE DATA			
Fax Number:	7136155803		
<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:	7137581105		
Email:	iptldocket@velaw.com		
Correspondent Name:	W. Scott Brown		
Address Line 1:	1001 Fannin Street, Suite 2500		
Address Line 4:	Houston, TEXAS 77002-6760		
ATTORNEY DOCKET NUMBER:	EBS400/10000		
NAME OF SUBMITTER:	W. Scott Brown		
SIGNATURE:	/wsb/		
DATE SIGNED:	12/04/2014		
Total Attachments: 7			
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INTELLECTUAL PROPERTY ASSIGNMENT

This **INTELLECTUAL PROPERTY ASSIGNMENT** (this "**Assignment**"), dated effective as of November 25, 2014 (the "**Effective Date**"), is entered into by and among EBS, Inc., a Delaware corporation ("**Parent**"), EB Employee Solutions, LLC, a Delaware limited liability company ("**Assignee**"), and Attune Health Management, Inc., a Texas corporation ("**Assignor**"). Assignor, Assignee and Parent are sometimes referred to herein individually as a "**Party**," and collectively as the "**Parties**." Capitalized terms used in this Assignment but not defined in this Assignment have the meaning ascribed to them in that certain Asset Purchase Agreement, dated effective as of November 25, 2014, by and among Assignor, Parent and certain other Persons (the "**Purchase Agreement**").

Assignor and Parent have entered into the Purchase Agreement.

Pursuant to the Purchase Agreement, Assignor, at the direction of Parent, has agreed to assign to Assignee all of its right, title and interest in and to the Purchased IP, including the patents and patent applications set forth on the attached Schedule 1 (collectively, the "**Patents**"), the Internet domain names set forth on the attached Schedule 2 (collectively, the "**Domain Names**"), the trademark(s) and/or service mark(s) applications and registrations set forth on the attached Schedule 3 (collectively, the "**Trademarks**"), and Assignee has agreed to acquire all right, title and interest in and to the Purchased IP.

In consideration of the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Construction. In this Assignment, unless a clear contrary intention appears: (a) the singular includes the plural and vice versa, (b) reference to a Person includes such Person's successors and assigns but, in the case of a Party, only if such successors and assigns are permitted by this Assignment, and reference to a Person in a particular capacity excludes such Person in any other capacity, (c) references to any Schedule, Section, subsection and other subdivision refer to the corresponding Schedules, Sections, subsections and other subdivisions of this Assignment unless expressly provided otherwise, (d) references in any Section or definition to any clause means such clause of such Section or definition, (e) "hereunder," "hereof," "hereto" and words of similar import are references to this Assignment as a whole and not to any particular provision of this Assignment, (f) the word "or" is not exclusive, and the word "including" (in its various forms) means "including without limitation", (g) references to "days" are to calendar days, and (h) all references to money refer to the lawful currency of the United States. The Section titles and headings in this Assignment are inserted for convenience of reference only and are not intended to be a part of, or to affect the meaning or interpretation of, this Assignment.

2. Assignment. Assignor hereby, absolutely and unconditionally, conveys, sells, assigns, transfers, grants and sets over unto Assignee, all of Assignor's worldwide rights, title and interest and benefit in and to the Purchased IP, together the right to all past, present and future income, royalties, damages and payments due with respect to the foregoing and all rights of action, both at law and in equity with respect thereto, including all rights to sue, settle any claims, and collect all damages for any past, present, or future infringement or misappropriation of the Purchased IP, including the goodwill of the businesses connected to the use of any of the Purchased IP, the same to be held and enjoyed by Assignee, its successors and assigns forever, as fully and entirely as the same could have been held and enjoyed by Assignor if this sale had not been made and Assignee does hereby accept such sale, assignment, transfer, grant, conveyance and set over.

3. Recordation. Assignor authorizes and requests the U.S. Patent and Trademark Office and the Internet Corporation for Assigned Names and Numbers, or any foreign equivalent thereto, and any

other Governmental Body to record Assignee as owner of the Patents, Trademarks, and Domain Names and of the entire title and interest in, to and under the same, for the use and enjoyment of Assignee, its successors, assigns and other legal representatives. Assignor shall take such steps and actions following the date hereof, including the execution of any documents or other similar items, to ensure that the Purchased IP is properly assigned to Assignee, or any assignee or successor thereto.

4. Cooperation. Assignor hereby covenants and agrees that Assignor will communicate to Assignee and Assignee's successors, legal representatives and assigns, any material facts (including information relating to use or non-use, enforceability, or infringement of the Purchased IP) known to Assignor with respect to the Purchased IP and testify in any legal proceeding, sign all lawful papers, execute all applications (including powers of attorney, specific assignments, transfers and assurances), make all rightful oaths and use reasonable best efforts at the request of Assignee to aid Assignee, Assignee's successors, legal representatives and assigns in obtaining and enforcing protection for the Purchased IP and in enjoying the full benefits thereof. Assignor hereby constitutes and appoints Assignee the true and lawful attorney of Assignor to act as Assignor's attorney-in-fact solely for the purpose of executing any documents and taking all necessary steps to cause Assignor to perform any of Assignor's obligations set forth in this Assignment.

5. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the state of Texas without giving effect to any choice or conflict of law provision or rule (whether of Texas or any other jurisdiction).

6. Successor and Assigns. This Assignment shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

7. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument. The execution of this Agreement and any agreement or instrument entered into in connection with this Agreement, and any amendment hereto or thereto, by any of the Parties or any other Person may be evidenced by way of a facsimile, portable document format (.pdf) transmission or electronic production or reproduction, photostatic or otherwise, of such Party's or Person's signature, and such portable document format (.pdf), or electronic production or reproduction signature shall be deemed to constitute the original signature of such Party.

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IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment effective as of the Effective Date.

PARENT:

EBS, INC., a Delaware corporation

By: 

Name: Gregg Lehman

Title: Chief Executive Officer

ASSIGNEE:

EB EMPLOYEE SOLUTIONS, LLC, a Delaware limited liability company

By: EBS, Inc., its sole member

By: 

Name: Gregg Lehman

Title: Chief Executive Officer

SIGNATURE PAGE TO
INTELLECTUAL PROPERTY ASSIGNMENT

TRADEMARK

REEL: 005413 FRAME: 0313

ASSIGNOR:

ATTUNE HEALTH MANAGEMENT, INC., a Texas
corporation

By: 

Name: John Ellis

Title: President and CEO

SIGNATURE PAGE TO
INTELLECTUAL PROPERTY ASSIGNMENT

TRADEMARK
REEL: 005413 FRAME: 0314

Schedule I

Patents

<u>Jurisdiction</u>	<u>Title</u>	<u>Date Issued/ (Date Filed)</u>	<u>Patent No./ (Patent Application No.)</u>

SCHEDULE I TO
INTELLECTUAL PROPERTY ASSIGNMENT

Schedule 2

Domain Names

www.attunelife.com

www.wellintune.com


SCHEDULE 2 TO
INTELLECTUAL PROPERTY ASSIGNMENT

GARDNERJ - 6502972v.2
US 3005792v.2

TRADEMARK
REEL: 005413 FRAME: 0316

Schedule 3

Trademarks

<u>Jurisdiction</u>	<u>Trademark</u>	<u>Registered/ [Filed]/(Renewed)</u>	<u>Registration/Serial No.</u>
United States		March 4, 2014/ January 27, 2012	4491644/ 85527779

SCHEDULE 3 TO
INTELLECTUAL PROPERTY ASSIGNMENT

GARDEREJI - 6502972v.2
US 3005792v.2