

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM328592

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Healthinterlink, LLC		11/07/2014	CORPORATION:
RECEIVING PARTY DATA			
Name:	Welch Allyn, Inc.		
Street Address:	4341 State Street Road		
City:	Skaneateles Falls		
State/Country:	NEW YORK		
Postal Code:	13153		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3919349	HEALTHINTERLINK	
Registration Number:	4337408	BEACON	
CORRESPONDENCE DATA			
Fax Number:	3156854496		
<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:	315-685-4551		
Email:	sarah.cates@welchallyn.com		
Correspondent Name:	Sarah Cates		
Address Line 1:	4341 State Street Road		
Address Line 4:	Skaneateles Falls, NEW YORK 13153		
NAME OF SUBMITTER:	Sarah Cates		
SIGNATURE:	/Sarah Cates/		
DATE SIGNED:	01/12/2015		
Total Attachments: 1			
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OP \$65.00 3919349

ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY (this "Assignment") is executed effective as of the 11 day of November 2014, and is made by HEALTHINTERLINK, LLC, a Nebraska limited liability company ("Assignor") for the benefit of WELCH ALLYN, INC., a New York corporation ("Assignee").

WITNESSETH:

WHEREAS, Assignor has of even date herewith conveyed to Assignee various Purchased Assets and rights utilized in connection with Assignor's Business pursuant to the terms of that certain Asset Purchase Agreement dated November __, 2014 (the "Agreement") (with all capitalized terms herein not otherwise defined, having the meanings assigned under the Agreement); and

WHEREAS, pursuant to the Agreement, Assignor is to assign certain intellectual property of the Business to Assignee.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor hereby assigns, transfers, conveys and sets over, to Assignee any and all of Assignor's right, title and interest in and to all Intellectual Property owned by Assignor, as more fully identified and set forth in the Agreement, including without limitation, any and all right, title and interest in and to the trade names and trademarks "Beacon®" and "Healthinterlink®", together with the goodwill of the Business associated therewith, and the domain names as identified in the Agreement and any related registrations thereof.

This Assignment is delivered in connection with the terms of the Agreement, and is subject to the terms, provisions, restrictions and limitations of the Agreement, and nothing contained herein shall be deemed to alter or amend the Agreement in any way. In the event of any conflict or inconsistency between the terms of the Agreement and the terms hereof, the terms of the Agreement shall govern.

IN WITNESS WHEREOF, this Assignment of Intellectual Property is executed effective as of the date and year first above written.

ASSIGNOR:
HEALTHINTERLINK, LLC, a Nebraska
limited liability company

By: Kathy Morrow
Name: Kathy Morrow
Title: Secretary & Treasurer

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