

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM335365

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	12/31/2012		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Defran Systems, Inc.		03/13/2015	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	Netsmart Technologies, Inc.		
Street Address:	3500 Sunrise Highway		
Internal Address:	Suite D122		
City:	Great River		
State/Country:	NEW YORK		
Postal Code:	11739		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4170364	DEFRAN QUICKSTART	
Registration Number:	3710935	EVOLV CS	
Registration Number:	3665616	DEFRAN SYSTEMS EE	
Registration Number:	3532245	WORK THE MISSION	
CORRESPONDENCE DATA			
Fax Number:	2123084844		
<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:	617-239-0419		
Email:	patrick.concannon@lockelord.com, trademark@lockelord.com, catherine.ftergiotis@lockelord.com		
Correspondent Name:	Patrick J. Concannon		
Address Line 1:	Locke Lord LLP		
Address Line 2:	F.D.R. Station; P.O. Box 130		
Address Line 4:	New York, NEW YORK 10150		
ATTORNEY DOCKET NUMBER:	303845-0003		
NAME OF SUBMITTER:	Patrick J. Concannon		
SIGNATURE:	/PJC/		

CH \$115.00 4170364

DATE SIGNED:	03/17/2015
Total Attachments: 3 source=Assignment of Trademarks#page1.tif source=Assignment of Trademarks#page2.tif source=Assignment of Trademarks#page3.tif	

Trademark Assignment

This TRADEMARK ASSIGNMENT, effective *nunc pro tunc* as of 12/31/2012, is entered into on March 13, 2015 (the "Assignment"), by and between Defran Systems, Inc., a New York corporation with a principal place of business at 5 E 16th Street, Floor 6, New York, New York ("Assignor"), and Netsmart Technologies, Inc., a Delaware corporation with a principal place of business at 3500 Sunrise Highway, Suite D122, Great River, New York 11739 ("Assignee").

WHEREAS, Assignor is the sole and exclusive owner of the trademarks listed at Exhibit A, which are registered on the Principal Register of the United States Patent and Trademark Office (the "Assigned Marks"); and

WHEREAS, Assignee desires to purchase and acquire all of Assignor's right, title and interest throughout the world in and to the Assigned Marks together with the goodwill of Assignor's business symbolized by the Assigned Marks, which is ongoing.

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

1. Assignment. Assignor does hereby sell, transfer, assign, convey and deliver to Assignee all of Assignor's right, title and interest throughout the world in and to the Assigned Marks together with the goodwill of the Assignor's business symbolized by the Assigned Marks, including without limitation all of the rights in damages for past, present and future infringements of the Assigned Marks.

2. Recordation. Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States to record ownership of the Assigned Marks as the property of Assignee.

3. Further Action. From time to time after the date hereof, and for no further consideration, Assignor and Assignee shall execute, acknowledge and deliver such assignments, transfers, consents, assumptions and other documents and instruments and take such other actions as may reasonably be necessary to consummate the transactions contemplated hereby.

4. Counterparts. This Assignment may be executed simultaneously in one or more counterparts (including by facsimile or electronic .pdf submission), and by the different parties in separate counterparts, each of which when executed shall be deemed to be an original, but all of which shall constitute one and the same agreement.

[Signature Page Follows.]

IN WITNESS WHEREOF, the parties hereof have caused this Assignment to be executed as of the date first written above by their respective authorized representatives.

ASSIGNOR:

DEFRAN SYSTEMS, INC.

By: Anthony J. Ritz

Name: Anthony J. Ritz

Title: CFO

Date: 3/12/2015

ACKNOWLEDGMENT

STATE OF KANSAS)
COUNTY OF Johnson)

ss:

On this 13 day of March, 2015, before me personally appeared Anthony Ritz, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument he, or entity in behalf of which he acted, executed the instrument.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year last above written.

Danielle Kempling
Notary Public

My commission expires:

ASSIGNEE:

NETSMART TECHNOLOGIES, INC.

By: Anthony J. Ritz

Name: Anthony J. Ritz

Title: CFO

Date: 3/13/2015

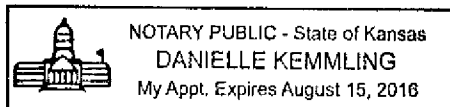




EXHIBIT A

Mark	Reg. No.	Goods and Services	Owner
DEFRAN QUICKSTART	4,170,364	Class 9: Computer software, namely, software for clinical management in the nature of software for electronic medical and electronic health records, patient records and databases, treatment reporting, and electronic billing for the human services, social services, and behavioral healthcare industries.	Defran Systems, Inc.
	3,710,935	Class 9: Clinical and financial management software for the social services industry	Defran Systems, Inc.
	3,665,616	Class 42: Development of clinical and financial management computer software for the social services industry	Defran Systems, Inc.
WORK THE MISSION	3,532,245	Class 42: Software design and development	Defran Systems, Inc.