900319756 03/26/2015

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM336268

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900319162		

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
GNAX Holdings, LLC		10/14/2014	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	GNAX Healthcare LLC		
Street Address:	740 West New Circle Road		
Internal Address:	IP Law / Bldg 004-1		
City:	Lexington		
State/Country:	KENTUCKY		
Postal Code:	40550		
Entity Type:	LIMITED LIABILITY COMPANY: UNITED STATES 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:

8592327850

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:

8592322000

Email:

iplaw@lexmark.com

Correspondent Name:

Lexmark International, Inc.

Address Line 1:

740 West New Circle Road

Address Line 2:

IP Law / Bldg 004-1

Address Line 4:

Lexington, KENTUCKY 40550

ATTORNEY DOCKET NUMBER:	GNAX		
NAME OF SUBMITTER:	Charlotte B Thomas		
SIGNATURE:	/Charlotte B Thomas/		
DATE SIGNED:	03/26/2015		
Total Attachments: 3			

TRADEMARK
REEL: 005486 FRAME: 0712

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TRADEMARK REEL: 005486 FRAME: 0713

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT ("Trademark Assignment Agreement"), is made effective as of the 14th 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:

NEA

$\underline{\mathbf{SCHEDULE}\;\mathbf{A}}$

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 8 /2011 06/12/2012

