

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM339899

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Medical Neurogenetics, LLC		04/29/2015	LIMITED LIABILITY COMPANY: GEORGIA
RECEIVING PARTY DATA			
Name:	Medical Neurogenetics, LLC		
Street Address:	5550 W. Executive Drive, Suite 230		
City:	Tampa		
State/Country:	FLORIDA		
Postal Code:	33609		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	77858195		
Serial Number:	77858160	MNG	
Serial Number:	85411105	NGS-PLUS	
CORRESPONDENCE DATA			
Fax Number:	8132212900		
<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:	8132213900		
Email:	christina.allen@hwhlaw.com		
Correspondent Name:	Rachel M. Feinman, Esq.		
Address Line 1:	101 E. Kennedy Blvd., Suite 3700		
Address Line 4:	Tampa, FLORIDA 33602		
NAME OF SUBMITTER:	Rachel M. Feinman		
SIGNATURE:	/Rachel M. Feinman/		
DATE SIGNED:	04/30/2015		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "Assignment") is made and entered into as of April 29, 2015 (the "Closing Date"), by and between **MEDICAL NEUROGENETICS, LLC**, a Georgia limited liability company (collectively, "Assignor"), and **MEDICAL NEUROGENETICS, LLC**, a Delaware limited liability company ("Assignee").

RECITALS

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement dated as of April 15, 2015 (the "Purchase Agreement"), by and among Assignee, Assignor and the other parties thereto. All capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to them in the Purchase Agreement.

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed, among other things, to sell, transfer, assign, convey and deliver certain assets, including without limitation, the trademarks set forth on Schedule A hereto (the "Intellectual Property") and described below, to Assignee at the Closing.

WHEREAS, Assignee desires to acquire Assignor's entire right, title and interest in and to the Intellectual Property.

NOW, THEREFORE, in consideration of mutual covenants and agreements set forth below and the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Effective as of the Closing Date, Assignor hereby irrevocably and unconditionally grants, conveys, transfers, and assigns to Assignee all of Assignor's right, title and interest in and to the Intellectual Property together with the goodwill of the business symbolized by and associated with the Intellectual Property, including all common law rights and trademark or copyright registration for the Intellectual Property, the same to be held by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, and all rights to income, royalties, and license fees deriving from the Intellectual Property, all causes of actions, claims, and rights to damages or profits, arising by reason of past, present and future infringements of the Intellectual Property or injury to the goodwill associated with the Intellectual Property and the right to sue for and collect such damages, as permitted under the applicable laws for any jurisdiction or country in which such claims may be asserted for the use and benefit of Assignee and its successors, assigns and other legal representatives.

2. Assistance. Assignor agrees to perform, without charge to Assignee (except as otherwise permitted herein), all reasonable acts deemed necessary or desirable by Assignee to permit and assist Assignee in perfecting and enforcing the full benefits, enjoyment, rights, title and interest throughout the world in the Intellectual Property, and the intellectual property rights therein assigned to Assignee hereunder. Such acts may include execution of documents, including any and all

powers of attorney, applications, assignments, declarations, affidavits, and any other papers in connection therewith reasonably necessary to perfect such benefits, enjoyment, rights, title and interest in Assignee, assistance and cooperation in the registration and enforcement of applicable intellectual property rights or other legal proceedings, including providing documents and materials in the possession or control of Assignor, testifying in any legal proceedings (provided that Assignee pays for all of Assignor's travel and per diem costs and expenses attributable to attending and testifying in such legal proceedings), signing lawful papers and making all lawful oaths at Assignee's expense, and generally doing everything that is reasonably necessary to aid Assignee in obtaining and enforcing proper protection for applicable intellectual property rights in the Intellectual Property. In the event Assignor refuses or fails, without reasonable grounds, to execute within a reasonable period of time following Assignee's written request any such documents necessary to effectuate this Assignment of the rights granted herein should that be necessary in any territory which requires documentation and/or registration apart from this Assignment to perfect the rights granted hereby, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as Assignor's agent and attorney-in-fact, which appointment is coupled with an interest, to act for and on Assignor's behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to effectuate this Assignment of the rights granted herein, with the same legal force and effect as if executed by Assignor.


3. General. This Agreement is intended only to effect the assignment of the Intellectual Property pursuant to the Purchase Agreement, and nothing contained herein shall in any way supersede, amend, waive, expand, or in any other way affect the rights and obligations of the parties under the Purchase Agreement, including the representations, warranties, covenants, agreements, or conditions thereof, or any of the rights and remedies, and any of the obligations and indemnifications, of any party set forth in the Purchase Agreement. In the event of any conflict or other inconsistency between this Agreement and the Purchase Agreement, the Purchase Agreement shall be the controlling document. This Agreement is to be governed by and construed in accordance with the laws of Delaware, without regard to its conflict of law principles, and applicable federal law. This Assignment may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Assignment and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Assignment and of signature pages by facsimile, or by .pdf or similar imaging transmission, will constitute effective execution and delivery of this Assignment as to the parties and may be used in lieu of the original Assignment for all purposes. Signatures of the parties transmitted by facsimile, or by .pdf or similar imaging transmission, will be deemed to be their original signatures for all purposes.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have executed this Assignment as of the date first above set forth.

ASSIGNOR:

**MEDICAL NEUROGENETICS,
LLC, a Georgia limited liability
company**

By: 
Name: JOHN SHOFFNER
Title: CEO

ASSIGNEE:

**MEDICAL NEUROGENETICS,
LLC, a Delaware limited liability
company**

By: HealthEdge Investment
Management II, LLC, a Delaware
limited liability company, its
Manager

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the undersigned have executed this Assignment as of the date first above set forth.

ASSIGNOR:

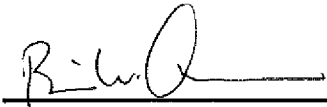
**MEDICAL NEUROGENETICS,
LLC**, a Georgia limited liability
company

By: _____
Name: John M. Shoffner, M.D.
Title: Chief Executive Officer

ASSIGNEE:

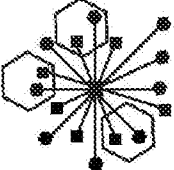
**MEDICAL NEUROGENETICS,
LLC**, a Delaware limited liability
company

By: HealthEdge Investment
Management II, LLC, a Delaware
limited liability company, its
Manager

By:  _____
Name: Brian W. Anderson
Title: Manager

Schedule A
Intellectual Property

U.S. TRADEMARKS

U.S. Trademark Serial No.	U.S. Trademark Registration No.	Trademark
77858195	3843035	Design: 
77858160	3843034	MNG
85411105	4135141	NGS-PLUS