

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM340462

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
MEDHOST OF TEXAS, Inc., f/k/a/ Medhost, Inc.		12/31/2014	STATE AGENCY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MEDHOST OF TENNESSEE, INC.		
<b>Street Address:</b>	6550 CAROTHERS PKWY, SUITE 100		
<b>City:</b>	FRANKLIN		
<b>State/Country:</b>	TENNESSEE		
<b>Postal Code:</b>	37067		
<b>Entity Type:</b>	CORPORATION: TENNESSEE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3922729	MEDHOST	
<b>Registration Number:</b>	3124679	MEDHOST POWERFUL SOLUTIONS...SIMPLICITY	
<b>Registration Number:</b>	3937225	OPCENTER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2165790212		
<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>			
<b>Phone:</b>	216-586-3939		
<b>Email:</b>	mzadd@jonesday.com, pcyngier@jonesday.com		
<b>Correspondent Name:</b>	Michael A. Zadd		
<b>Address Line 1:</b>	901 LAKESIDE AVENUE		
<b>Address Line 2:</b>	JONES DAY		
<b>Address Line 4:</b>	Cleveland, OHIO 44114		
<b>ATTORNEY DOCKET NUMBER:</b>	541052-100001-MEDHOST		
<b>NAME OF SUBMITTER:</b>	Michael A. Zadd		
<b>SIGNATURE:</b>	/Michael A. Zadd/		
<b>DATE SIGNED:</b>	05/06/2015		
<b>Total Attachments: 3</b> source=Medhost#page1.tif			

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## **TRADEMARK ASSIGNMENT**

THIS TRADEMARK ASSIGNMENT (this "**Assignment**") is made as of December 31, 2014 (the "**Effective Date**"), by and between **MEDHOST of Texas, Inc. f/k/a MedHost, Inc.**, a Delaware Corporation, having a place of business at 6100 W. Plano Parkway, Plano, TX 75093 (previously 5055 Keller Springs Road, Suite 400, Addison, TX 75001) ("**Assignor**"), and **MEDHOST of Tennessee, Inc.**, a Tennessee Corporation, having a place of business at **6550 Carothers Pkwy, Suite 100, Franklin, TN 37067** ("**Assignee**").

WHEREAS, Assignor and Assignee are parties to that certain Agreement and Plan of Merger, effective as of the date hereof (the "**Merger Agreement**"), pursuant to which the Assignor has been merged with and into the Assignee;

WHEREAS, immediately prior to the Effective Time, Assignor is the owner of the entire right, title, and interest in, to, and under those active United States and foreign trademarks and trademark applications listed on Schedule A (collectively, the "**Trademarks**"); and

WHEREAS, by operation of law pursuant to the Merger Agreement, Assignee will become the owner of the entire right, title, and interest in, to, and under the Trademarks..

NOW, THEREFORE, the parties hereto agree as follows:

Assignor hereby irrevocably assigns by operation of law, transfers, and sets over to Assignee all of Assignor's right, title, and interest in and to the Trademarks, and all registrations, renewals, and extensions of the foregoing, now or hereafter in effect.


Assignor authorizes and requests the United States Commissioner of Patents and Trademarks and any other similar government authority to record Assignee as owner of the Trademarks and issue any and all registrations issued thereon to Assignee, as assignee of the entire right, title, and interest in, to, and under the same, for the sole use and enjoyment of Assignee and its successors, assigns, or other legal representatives.

This Assignment may be executed in one or more counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

**SIGNATURES ON NEXT PAGE**


IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed as of the date first above written.

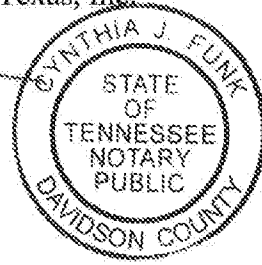
**ASSIGNOR: MEDHOST of Texas, Inc.**

By:   
Name: **Craig Herrod**  
Title: **President**

STATE OF TN )  
 ) SS:  
COUNTY OF Davidson )

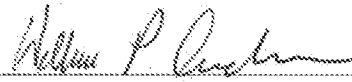
On this 28<sup>th</sup> day of April, 2015, personally appeared before me Craig Herrod, known to me to be the President of MEDHOST of Texas, Inc., who acknowledged that he/she signed this instrument as a free act on behalf of MEDHOST of Texas, Inc.

Notary Public:   
My commission expires:




My Commission Expires July 6, 2015

**ASSIGNEE: MEDHOST of Tennessee, Inc.**

By:   
Name: **William P. Anderson**  
Title: **CEO**

STATE OF TN )  
 ) SS:  
COUNTY OF Davidson )

On this 6<sup>th</sup> day of May, 2015, personally appeared before me William P. Anderson, known to me to be the CEO of MEDHOST of Tennessee, Inc., who acknowledged that he/she signed this instrument as a free act on behalf of MEDHOST of Tennessee, Inc.

Notary Public:   
My commission expires:



My Commission Expires July 6, 2015

**SCHEDULE A**  
**TRADEMARKS AND TRADEMARK APPLICATIONS**

Country	Mark	Filing Date	Reg. No.	Serial No.	Owner/ Applicant
United States	MEDHOST	July 1, 2010	3922729	85076428	MEDHOST of Texas, Inc. f/k/a MedHost, Inc.
United States	MEDHOST POWERFUL SOLUTIONS...SIMPLICITY OF TOUCH	September 27, 2004	3124679	78489884	MEDHOST of Texas, Inc. f/k/a MedHost, Inc.
United States	OPCENTER	July 1, 2010	3937225	85076426	MEDHOST of Texas, Inc. f/k/a MedHost, Inc.