

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM349123

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Premier Healthcare Exchange, Inc.		01/26/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Pay-Plus Solutions, Inc.		
Street Address:	18167 US Highway 19 North, Suite 300		
City:	Clearwater		
State/Country:	FLORIDA		
Postal Code:	33764		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4369223	PAY-PLUS SOLUTIONS	
CORRESPONDENCE DATA			
Fax Number:	9734039944		
<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:	(973) 403-9940		
Email:	kweitzman@weitzmanip.com		
Correspondent Name:	WEITZMAN LAW OFFICES, LLC		
Address Line 1:	425 Eagle Rock Avenue, Suite 102		
Address Line 4:	Roseland, NEW JERSEY 07068		
NAME OF SUBMITTER:	Kenneth S. Weitzman		
SIGNATURE:	/Kenneth S. Weitzman/		
DATE SIGNED:	07/24/2015		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT

PARTIES TO THE ASSIGNMENT:

Assignor(s):

Premier Healthcare Exchange, Inc.
2 Crossroads Drive
Bedminster, NJ 07921
United States
State of Incorporation: Delaware

Assignee:

Pay-Plus Solutions, Inc..
18167 US Highway 19 North, Suite 300
Clearwater, FL 33764
United States
State of Incorporation: Delaware

TRADEMARKS SUBJECT TO THE ASSIGNMENT:

See Schedule 1 attached hereto.

WHEREAS, the Assignor, a corporation incorporated in the state identified above and having a principal place of business at the location identified above, is the owner of the trademarks, U.S. trademark registrations, and common law trademark rights in the trademarks identified on the attached Schedule 1 (collectively, the "Trademarks");

WHEREAS, the Assignee is the wholly owned subsidiary of the Assignor;

WHEREAS, pursuant to an agreement entered into on the same date hereof (the "Assignment Agreement"), by and among Assignor and Assignee, Assignor has assigned to Assignee all rights, title and interest in the trademarks listed on the attached Schedule 1, and all goodwill of any business associated and connected therewith or symbolized thereby; and

WHEREAS, Assignor and Assignee wish to record the acquisition of the Trademarks in the U.S. Patent and Trademark Office.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor has sold, transferred, assigned, and conveyed, and hereby sells, transfers, assigns, and conveys unto Assignee, its successors and assigns, all of Assignor's entire right, title, and interest in and to the Trademarks, including any priority filing rights, in the United States of America and any foreign countries, together with that portion of the goodwill associated with the business to which the Trademarks pertain, all common-law rights related thereto, all rights of registration, renewal, and extension, and the right to recover for claims of damages and profits for past, present, or future infringements thereof.

Assignor does further consent to the recordation of this Trademark Assignment by Assignee with the Commissioner of Patents and Trademarks.

This Trademark Assignment is subject to all the terms and conditions of the Assignment Agreement. The Parties intend that this Trademark Assignment is to memorialize the transactions contemplated in the Assignment Agreement and its terms shall not modify the applicable terms and conditions of the Assignment Agreement, which govern the Parties' rights and interests in the Trademarks.

IN WITNESS WHEREOF, Assignor has signed this document as of this 26 day of January, 2015.

Premier Healthcare Exchange, Inc..



By Robert M. Hemmer

Title: Chief Financial Officer

TODAY, BEFORE ME, a Notary Public in and for the place indicated below, personally appeared Robert M. Hemmer, Chief Financial Officer of Premier Healthcare Exchange, Inc., authorized to execute the foregoing instrument for the purposes and considerations therein expressed.

January 26, 2015
(Date)

Somerset County, NJ
(Place)

SEAL

06/12/2018
(Commission Expiry Date)



(Notary Public Signature)

Clara Pachomski
(Notary Public Name)

SAID ASSIGNEE HEREBY acknowledges the aforesaid statements and accepts the aforesaid assignment, transfer, and conveyance of the Trademarks and the associated goodwill of Assignor's business;

IN WITNESS WHEREOF, Assignee has signed this document as of this 26th day of January, 2015.

Pay-Plus Solutions, Inc.

Jay Ver Hulst
By: Jay Ver Hulst
Title: President

TODAY, BEFORE ME, a Notary Public in and for the place indicated below, personally appeared Jay Ver Hulst, President of Pay-Plus Solutions, Inc., authorized to execute the foregoing instrument for the purposes and considerations therein expressed.

<u>1/26/2015</u> (Date)	<u>Clearwater, Florida</u> (Place)	SEAL
<u>6/10/13</u> (Commission Expiry Date)	<u>Kelly Ann Brunton</u> (Notary Public Signature)	KELLY ANN BRUNTON Notary Public, State of Florida My Comm. Expires June 11, 2018 No. FF 131714
	<u>KELLY ANN BRUNTON</u> (Notary Public Name)	

SCHEDULE 1

to
Trademark Assignment
from
Premier Healthcare Exchange, Inc.
To
Pay-Plus Solutions, Inc.

Mark	Country	Registration Status	Reg. Date	Reg. No.
PAY-PLUS SOLUTIONS	USA	Registered	July 13, 2012	4369223