

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM356024

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	Assignment
RESUBMIT DOCUMENT ID:	900337998

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Beedie Capital Partners Fund Limited Partnership		02/10/2015	LIMITED PARTNERSHIP: CANADA

RECEIVING PARTY DATA

Name:	1604697 Ontario Inc.
Street Address:	100 Tempo Avenue, Suite 18W
City:	Toronto
State/Country:	CANADA
Postal Code:	M2H2N8
Entity Type:	CORPORATION: CANADA
Name:	NIGHTINGALE INFORMATIX CORPORATION
Street Address:	500 Renfrew Drive Suite 200
City:	Markham, Ontario
State/Country:	CANADA
Postal Code:	L3R8H3
Entity Type:	CORPORATION: CANADA

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	3419129	NIGHTINGALE
Registration Number:	3412450	ONE PATIENT ONE RECORD
Registration Number:	3407479	VHR
Registration Number:	3407480	VIRTUAL HEALTH RECORD
Registration Number:	3274273	HEALTH E MAIL
Registration Number:	3200521	HEALTH E FAX
Registration Number:	2082591	ENTITY

CORRESPONDENCE DATA

Fax Number:

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.

Email: michael.barys@thomsonreuters.com
Correspondent Name: Adrian Myers
Address Line 1: 151 Yonge Street, Suite 1500
Address Line 2: c/o Torkin Manes LLP
Address Line 4: Toronto, CANADA M5C2W7

NAME OF SUBMITTER: Adrian Myers

SIGNATURE: /Michael Barys/

DATE SIGNED: 09/23/2015

Total Attachments: 12

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below

<p>1. Name of conveying party(ies): Boedie Capital Partners Fund I Limited Partnership</p> <p> <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input checked="" type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation- State: _____ <input type="checkbox"/> Other _____</p> <p>Citizenship (see guidelines) _____</p> <p>Additional names of conveying parties attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies) <input checked="" type="checkbox"/> Yes Additional names, addresses, or citizenship attached? <input type="checkbox"/> No</p> <p>Name: <u>1604697 Ontario Inc.</u></p> <p>Internal Address: <u>100 Tempo Avenue, Suite 18W</u></p> <p>Street Address: _____</p> <p>City: <u>Toronto</u></p> <p>State: <u>Ontario</u></p> <p>Country: <u>Canada</u> Zip: <u>M2H 2N8</u></p> <p> <input type="checkbox"/> Association Citizenship _____ <input type="checkbox"/> General Partnership Citizenship _____ <input type="checkbox"/> Limited Partnership Citizenship _____ <input checked="" type="checkbox"/> Corporation Citizenship <u>Canadian</u> <input type="checkbox"/> Other _____ Citizenship _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment)</p>
<p>3. Nature of conveyance /Execution Date(s) :</p> <p>Execution Date(s) <u>February 10, 2015</u></p> <p> <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p>	<p>4. Application number(s) or registration number(s) and identification or description of the Trademark.</p> <p>A. Trademark Application No.(s) See Schedule "A" attached.</p> <p>B. Trademark Registration No.(s) See Schedule "A" attached.</p> <p style="text-align: right;">Additional sheet(s) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown): See Schedule "A" attached.</p>
<p>5. Name & address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>Adrian Myers</u></p> <p>Internal Address: <u>c/o Torkin Manes LLP</u></p> <p>Street Address: <u>151 Yonge Street, Suite 1500</u></p> <p>City: <u>Toronto</u></p> <p>State: <u>Ontario</u> Zip: <u>M5C 2W7</u></p> <p>Phone Number: <u>416 775 8826</u></p> <p>Fax Number: <u>1 888 732 6507</u></p> <p>Email Address: <u>amyers@torkinmanes.com</u></p>	<p>6. Total number of applications and registrations involved: 7</p> <p>7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____</p> <p> <input type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed</p> <p>8. Payment Information:</p> <p>Deposit Account Number _____</p> <p>Authorized User Name _____</p>
<p>9. Signature: </p> <p style="text-align: center;">Signature</p> <p style="text-align: center;">Date</p> <p style="text-align: center;">September 16, 2015</p> <p style="text-align: center;">Adrian Myers</p> <p style="text-align: center;">Name of Person Signing</p>	<p>Total number of pages including cover sheet, attachments, and document: 12</p>

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
 Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

Additional Receiving Party:

NIGHTINGALE INFORMATIX CORPORATION

55 Renfrew Drive

Suite 200

Markham, Ontario, L3R 8H3

Canada

Corporation Citizenship: Canada

Schedule "A"

Trademarks -- United States

Business Entity	Mark	App. No.	Filing Date	Reg. No.	Reg. Date
Nightingale Informatix Corporation (a Canada corporation)	NIGHTINGALE (And Design)	77/037218	11/8/06	3,419,129	4/29/08
	ONE PATIENT ONE RECORD	77/147543	4/3/07	3,412,450	4/15/08
	VHR	77/147557	4/3/07	3,407,479	4/1/08
	VIRTUAL HEALTH RECORD	77/147572	4/3/07	3,407,480	4/1/08
	HEALTH E-MAIL (And Design)	78/608939	4/14/05	3,274,273	8/7/07
	HEALTH E FAX (And Design)	78/608967	4/14/05	3,200,521	1/23/07
	ENTITY	75/003742	10/5/96	2,082,591	7/22/97

ASSIGNMENT OF LOAN AND SECURITY

THIS AGREEMENT is made as of the 10th day of February, 2015.

BETWEEN:

BEEIDIE CAPITAL PARTNERS FUND I LIMITED PARTNERSHIP, by its general partner Beedie Capital Partners Inc. and having an office at Suite 1580, 1111 West Georgia Street, Vancouver, British Columbia, V6E 4M3

("BCP")

AND:

1604697 ONTARIO INC., a corporation subsisting under the laws of the Province of Ontario and having an address at 100 Tempo Avenue, Suite 18W, Toronto, Ontario, M2H 2N8

("1604697")

AND:

NIGHTINGALE INFORMATIX CORPORATION, a corporation subsisting under the laws of the Province of Ontario and having an office at 55 Renfrew Drive, Suite 200, Markham, Ontario, L3R 8H3

(the "Borrower")

WHEREAS, in consideration of the payment of the Transfer Consideration, BCP has agreed to absolutely assign and convey the Assigned Interests to 1604697 and in consideration of such assignment and conveyance 1604697 has agreed to pay the Transfer Consideration to BCP, all on the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter contained (the receipt and sufficiency of which are hereby acknowledged by each party), the parties hereto warrant, represent, covenant and agree as follows:

ARTICLE 1
INTERPRETATION

Section 1.1 Definitions.

When used in this Agreement (including the Recitals and/or any Schedules hereto) or in any amendment hereto, the following terms shall have the following meanings, respectively:

"Agreement" means this assignment agreement as may be amended, modified or replaced from time to time, including the Recitals and any Schedules hereto.

"Assigned Debt" means the 50% proportionate interest of BCP in and to the Nightingale Debt.

"Assigned Interests" means all of the right, title and interest of BCP in and to:

- (a) the Credit Agreement
- (b) the Assigned Debt;
- (c) the Assigned Security;
- (d) the Comerica Subordination Agreement; and
- (e) the Assigned Rights, with full power and authority to enforce performance of the Assigned Rights in 1604697's own name; and

but excluding the BCP Warrants.

"Assigned Rights" means the benefit of all covenants, terms, conditions, guarantee, representations, warranties and indemnities made or expressed in the Credit Agreement, the Assigned Security and the Comerica Subordination Agreement or implied by law in relation thereto and all rights granted thereunder to give consents or approvals, make selections, exercise options, participate in arbitration or other legal proceedings, give notices and declare defaults thereunder.

"Assigned Security " means all documents, instruments and agreements granted by the Loan Parties to BCP as security for the Credit Facility.

"Assignment" means the assignment of the Assigned Interests by BCP to 1604697.

"BCP Warrants" means the Share Purchase Warrants dated September 19, 2014 issued by the Borrower to BCP entitling the holder to purchase up to 3,750,000 Common shares of the Borrower at a purchase price of \$0.16 per Common share.

"Comerica Subordination Agreement" means the Subordination Agreement dated as of September 19, 2014 made between BCP, Comerica Bank and the Loan Parties postponing and subordinating the Credit Facility to the Senior Debt (as defined therein) on the terms and conditions set forth therein.

"Corporate Guarantors" means Nightingale Healthnet Canada Corporation and Nightingale VantageMed Corporation.

"Credit Agreement" means the Credit Agreement dated as of September 19, 2014 made between the Borrower, as borrower, the Corporate Guarantors, as guarantors, and BCP, as lender, pursuant to which BCP and 1604697 agreed to make available to the Borrower a term non-revolving credit facility in the principal amount of \$4,200,000 by way of a single advance.

"Credit Facility" means the \$4,200,000 term non-revolving credit facility made available by BCP and 1604697 to the Borrower pursuant to the Credit Agreement.

"Loan Participation Agreement" means the Loan Participation Agreement dated as of September 19, 2014 made between BCP, 1604697 and the Borrower setting forth the terms, covenants and agreements governing the obligations of BCP and 1604697 in connection with their respective 50% proportionate interests in the Credit Facility and the administration and disposition thereof.

"Loan Parties" means, collectively, the Borrower and the Corporate Guarantors.

"Nightingale Debt" means all amounts, indebtedness and liability now due or accruing due under or in respect of the Credit Facility, the Credit Agreement and the Assigned Security by the Borrower to BCP and 1604697 including all unpaid principal, interest, fees and costs.

"Transfer Consideration" means the sum of \$2,106,904.10 payable by 1604697 by wire transfer by way of immediately available funds concurrently with the execution and delivery of this Agreement calculated as follows:

Principal amount as at February 10, 2015	CDN \$2,100,000.00
Interest from February 1, 2015 to February 10, 2015	CDN \$6,904.10
TOTAL AMOUNT	CDN \$2,106,904.10

provided that if the Transfer Consideration is not received by the Lender by 1:00 p.m. (pacific time) on February 10, 2015 in accordance the wire instructions attached hereto as Schedule A, then an additional per diem amount of CDN \$690.41 will be added to and form part of the Transfer Consideration for each day (including an additional day's interest if payment is received after 1:00 p.m. (pacific time)) to the date that payment is received by BCP in accordance with the wire instructions attached hereto as Schedule A.

Headings, etc.

The division of this Agreement into Articles and Sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

Section 1.2 Gender and Number.

Words imparting the singular number include the plural and vice-versa and words imparting gender include the masculine, feminine and gender neutral as the context requires.

Section 1.3 Amendment.

No amendment of any provision of this Agreement shall be effective unless the same is in writing and signed by each party hereto.

Section 1.4 Severability.

The provisions of this Agreement are intended to be severable. If any provision of this Agreement shall be held invalid or unenforceable in whole or in part in any jurisdiction, such provision shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without in any manner affecting the validity or enforceability thereof in any other jurisdiction or the remaining provisions hereof in any jurisdiction.

**ARTICLE 2
ASSIGNMENT AND ASSUMPTION**

Section 2.1 Assignment.

In consideration of and effective upon execution and delivery of this Agreement by the parties, execution and delivery of the assumption agreement referred to in Section 2.6 by 1604697 and payment of the Transfer Consideration, BCP hereby on the terms and conditions set forth herein:

- (a) grants, assigns, transfers, conveys and sets over absolutely to 1604697 all of the right, title and interest of BCP in and to the Assigned Debt and the Assigned Security; and
- (b) grants, assigns, transfers, conveys and sets over absolutely to 1604697 all of the right, title and interest of BCP in and to all other Assigned Interests.

Section 2.2 Acknowledgement.

1604697 hereby acknowledges that, except as specifically provided herein, BCP makes, and has made, no representations, warranties or covenants, either express or implied, with respect to the Assigned Interests, or any of them, and, except as specifically provided herein, 1604697 receives any right, title or interest in the Assigned Interests on an as is/where is basis and, in particular, without limiting the generality of the foregoing, BCP makes, and has made, no representations, warranties or covenants, either express or implied as to the validity or enforceability of the Credit Agreement or the Assigned Security, or any possible or probable outcome of the realization thereof.

Section 2.3 Enforcement by 1604697.

1604697 covenants and agrees not to use the name of BCP in any proceedings to enforce the Credit Agreement or the Assigned Security.

Section 2.4 1604697 Indemnity.

1604697 agrees to indemnify, defend and hold BCP and its officers, directors, shareholders, affiliates, agents, partners, members, controlling entities and employees (each a "BCP Indemnitee") harmless from and against any liability, claim, cost, loss, judgment, damage or expense including without limitation legal fees and expenses that BCP or any other BCP Indemnitee incurs or suffers as a result of or arising out of any conduct or any action, including any enforcement action, taken by 1604697 or any of its officers, directors, shareholders, affiliates, agents or employees with respect to the Assigned Interests.

Section 2.5 Termination of Loan Participation Agreement

The parties acknowledge and agree that the Loan Participation Agreement shall be terminated and of no further force or effect effective upon the assignment and transfer of the Assigned Interests from BCP to 1604697 pursuant hereto provided that the indemnity obligations of 1604697 set forth in Section 11.1 of the Loan Participation Agreement shall survive such termination with respect to matters relating to or arising out of the Obligations and the Credit Documents or any actions taken or omitted by BCP under the Credit Documents prior to the date hereof.

Section 2.6 Assumption by 1604697

1604697 covenants and agrees that from and after the assignment and transfer of the Assigned Interests from BCP to 1604697 pursuant to this Agreement, 1604697 shall at all times be bound by, observe and perform all duties and obligations to be observed and performed by BCP under the Credit Agreement, the Assigned Security and the Comerica Subordination Agreement, to the same extent as if 1604697 had been a party thereto in place and instead of BCP. 1604697 covenants and agrees with BCP to execute and deliver, concurrently with the execution and delivery of this Agreement, an assumption agreement in favour of Comerica Bank pursuant to which 1604697 covenants and agrees with Comerica Bank to be bound by all the terms of the Comerica Subordination Agreement as Creditor (as defined therein).

Section 2.7 Acknowledgements of the Borrower

The Borrower hereby (i) acknowledges the assignment of the Assigned Interests by BCP to 1604697, and agrees to observe and perform all covenants and agreements of the Borrower set forth in the Credit Agreement and the Assigned Security to and in favour of 1604697, and (ii) acknowledges that the obligation of the Loan Parties to indemnify BCP and others under Section 10.11.3 of the Credit Agreement shall survive and continue following the assignment and transfer of the Assigned Interests by BCP to 1604697.

Section 2.8 Release by 1604697 and the Borrower

Each of 1604697 and the Borrower hereby releases and forever discharges BCP and the other BCP Indemnitees from any and all losses, claims, damages, liabilities, costs, manner of actions, causes of action and demands of any kind and nature whatsoever, whether at law or in equity, which they had, have or may have against BCP and the other BCP Indemnitees for or by reason of or in respect of any cause, act, matter or thing whatsoever existing up to the date hereof including without limitation all losses, claims, damages, liabilities, costs, manner of actions, causes of action and demands arising under the Credit Agreement, the Loan Participation Agreement, the other Assigned Interests or otherwise.

Section 2.9 Release by BCP

Effective upon payment of the Transfer Consideration, BCP hereby releases and forever discharges each of 1604697 and the Loan Parties and their respective officers, directors, shareholders, affiliates, agents, partners, members, controlling entities and employees (each a "1604697/Loan Party Indemnitee") from any and all losses, claims, damages, liabilities, costs, manner of actions, causes of action and demands of any kind and nature of whatsoever, whether at law or in equity, which BCP had, has or may have against 160497, the Loan Parties and the other 1604697/Loan Party Indemnitees for or by reason of or in respect of any cause, act, matter or thing whatsoever existing up to the date hereof including without limitation all

losses, claims, damages, liabilities, costs, manner of actions, causes of action and demands arising under the Credit Agreement, the Loan Participation Agreement, the other Assigned Interest or otherwise, but excluding any losses, claims, damages, liabilities, costs, manner of actions, causes of action and demands arising under the indemnity obligations of 1604697 under the Loan Participation Agreement and of the Loan Parties under the Credit Agreement that are expressed in this Agreement to survive in favour of BCP.

**ARTICLE 3
REPRESENTATIONS AND WARRANTIES**

Section 3.1 Representations and Warranties of BCP.

BCP represents and warrants to 1604697 as follows:

- (a) BCP has not done or omitted to do any act, matter or thing whereby the Nightingale Debt or the Assigned Security has been released or discharged, either partially or in their entirety;
- (b) BCP has not previously assigned, in whole or in part, or encumbered in any way any of its interest in the Nightingale Debt or the Assigned Security;
- (c) BCP has good right, and full authority to assign the Assigned Interests to 1604697 in the manner aforesaid according to the true intent and meaning of this Agreement;
- (d) apart from the Assigned Debt and the obligations of the Borrower under the BCP Warrants, none of the Loan Parties are indebted or obligated to BCP; and
- (e) apart from the Assigned Security, BCP does not hold any security on the property and assets of the Loan Parties.

Section 3.2 Representations and Warranties of 1604697.

1604697 represents and warrants as follows:

- (a) 1604697 has all necessary power and authority to enter into this Agreement and to perform its obligations hereunder; and
- (b) this Agreement has been duly authorized by all necessary corporate action on the part of 1604697 and this Agreement constitutes a legal, valid and binding obligation of 1604697 and is enforceable against 1604697 in accordance with its terms.

**ARTICLE 4
MISCELLANEOUS**

Section 4.1 Time of the Essence.

Time shall be of the essence of this Agreement.

Section 4.2 Further Assurances.

Each party to this Agreement covenants and agrees that, from time to time, it will, at the request of the other party, execute and deliver all such documents and do all such other acts and things as such other party, acting reasonably, may from time to time request be executed or done in order to better evidence, perfect or give effect to any provision of this Agreement. Without limiting the generality of the foregoing, 1604697 shall, within 30 days of the date of this Agreement, prepare and file all necessary notices and statements with any and all public registries to ensure that all registrations made in favour of BCP in respect of the Assigned Security are assigned and transferred to 1604697 and to remove the name of BCP from any and all such registrations.

Section 4.3 Entire Agreement.

This Agreement represents the entire agreement between the parties pertaining to the subject matter hereof and supercedes all prior agreements, understandings, negotiations and discussions whether oral or written in connection with the subject matter hereof.

Section 4.4 Enurement.

This Agreement shall enure to the benefit of and be binding upon each of the parties hereto and their respective successors and assigns.

Section 4.5 Governing Law.

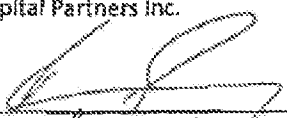
This Agreement shall be construed and enforced in accordance with, and the rights and obligations of the parties shall be governed by, the laws of the Province of Ontario.

Section 4.6 Counterparts.


This Agreement may be executed in any number of counterparts, each of which when delivered, either in original or facsimile form or electronic means (including Portable Document Format), shall be deemed to be an original and all of which together shall constitute one and the same document.

IN WITNESS WHEREOF each of the parties hereto have duly executed this Agreement effective as of the date indicated on the first page of this Agreement.

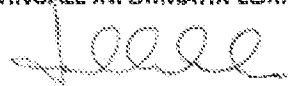
BEEDIE CAPITAL PARTNERS FUND I LIMITED
PARTNERSHIP, by its general partner
Beedie Capital Partners Inc.

Per: 
Name: Randy Galt
Title: MANAGING PARTNER

1604697 ONTARIO INC.

Per: 
Name: Brian Schachter
Title: Secretary

NIGHTINGALE INFORMATIX CORPORATION

Per: 
Name: Sam Chebib
Title: President & CEO

SCHEDULE A

WIRING INSTRUCTIONS FOR BCP PAYMENT ACCOUNT

DESTINATION BANK: Royal Bank of Canada
4370 Kingsway
Burnaby, BC V5H 4G9

BENEFICIARY: Beedie Capital Partners Fund I Limited Partnership
3030 Gilmore Diversion
Burnaby, BC V5G 3B4

ACCOUNT: 00320-1013580