

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM358957

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Data Control Technology International, Inc. (d/b/a MealTracker Dietary Software)		10/06/2015	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	MatrixCare, Inc.		
Street Address:	10900 Hampshire Avenue South, Suite 100		
City:	Bloomington,		
State/Country:	MINNESOTA		
Postal Code:	55438		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	78507813	MEALTRACKER	
Serial Number:	86416567	MEALTRACKER	
Registration Number:	3032103	MENUTRACKER	
Serial Number:	85216795	MEALTRACKER	
CORRESPONDENCE DATA			
Fax Number:	6173453000		
<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:	617 345 3000		
Email:	trademarks@burnslev.com		
Correspondent Name:	Sara Y. Beccia, Burns & Levinson LLP		
Address Line 1:	125 Summer Street		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	27455.00001		
NAME OF SUBMITTER:	Sara Beccia		
SIGNATURE:	/Sara Beccia/		
DATE SIGNED:	10/16/2015		
Total Attachments: 4			

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment"), is made as of October 9, 2015, by and between Data Control Technology International, Inc. (d/b/a MealTracker Dietary Software) (the "Seller") and MatrixCare, Inc., a Delaware corporation ("Buyer"), and shall be deemed to be effective as of the date hereof. Buyer and Sellers are parties to that certain Asset Purchase Agreement dated as of October 6, 2015 (the "Agreement"). All capitalized terms used but not defined herein shall have the respective meanings ascribed to them in the Agreement.

WHEREAS, Seller has adopted, used, and is using the marks listed on Schedule 5.08(a) to the Agreement, which is incorporated herein by reference (the "Marks");

WHEREAS, Seller currently uses and, as of the date of this Assignment, has a bona fide intent to continue to use the Marks in connection with the goods and/or services for which such Marks have been used; and

WHEREAS, Buyer is desirous of (i) acquiring all right, title, and interest, in, to, and under the Marks, including all goodwill associated therewith, and (ii) acquiring that portion of Seller's business in which Seller currently uses and, as of the date of this Assignment, has a bona fide intent to continue to use the Marks; and the Seller is desirous of selling, assigning, transferring, granting, and setting over to the Buyer all of his right, title, and interest, in, to and under the Marks, including all goodwill associated therewith.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Seller does hereby sell, assign, transfer, grant, and set over to the Buyer and its successors and assigns all of the right, title, and interest worldwide, in, to and under the Marks, all goodwill associated therewith, together with that portion of Seller's business in connection with which it uses and, as of the date of this Assignment, has a bona fide intent to continue to use the Marks, all common law rights thereto, and all applications for registration that may be granted, all renewals, extensions, and foreign counterparts thereof, together with the right to sue and recover damages for future or past infringements and to fully and entirely stand in the place of the Seller in all matters related thereto, the same to be held and enjoyed by the Buyer as fully and entirely as the same would have been held by the Seller had this sale, assignment, transfer, grant, and set over not been made, all subject to the terms and conditions of the Agreement (the "Assigned Trademark Rights").

The Seller hereby warrants and covenants that (i) it has the full power and authority to convey the rights, titles, and interests herein sold, assigned, transferred, granted, and set over to the Buyer; (ii) it has not executed and will not execute any agreement in conflict herewith; and (iii) subject to Section 1.08 of the Agreement, it will execute any and all other instruments which may be necessary to perfect and evidence the Buyer's ownership of the Assigned Trademark Rights herein conveyed in accordance with the Agreement.

[Signatures page follows]

SCHEDULE 5.08(a)
Trademarks; Copyrights; Websites

Trademarks:

MARK	COUNTRY	SERIAL #	REG. #	REG. DATE	STATUS	SUB STATUS
MEALTRACKER (Class 009 software)	U.S.	78/507,813	2,984,406	08/09/2005	Registered	
MEALTRACKER (Class 42, SAAS)	U.S.	86/416,567	4,743,350	05/26/2015	Registered	
MEALTRACKER	Canada	1,697,872			Filed	Published
MENUTRACKER	U.S.		3,032,103		Abandoned, no Seller product under mark.	
MEALTRACKER	U.S.	85216795	N/A	N/A	DEAD	

Unregistered Trademarks:

1. NUTRITRACKER
2. COSTTRACKER
3. MEALTRACKER DIRECT
4. SERVICE, SUPPORT, SIMPLICITY

Websites:

1. mealtracker.com,
2. direct.mealtracker.com,
3. trydirect.mealtracker.com,
4. inventory.mealtracker.com,
5. staging.mealtracker.com,
6. sugar.mealtracker.com, and
7. menutracker.com.