

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM359194

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Vantage Point Healthcare Information Systems, Inc.		10/15/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Indegene Healthcare LLC		
Street Address:	485B Route 1 South		
Internal Address:	Suite 300		
City:	Iselin		
State/Country:	NEW JERSEY		
Postal Code:	08830		
Entity Type:	LIMITED LIABILITY COMPANY: NEW JERSEY		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3866760	SMARTCARE	
CORRESPONDENCE DATA			
Fax Number:	3124607000		
<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:	3124605000		
Email:	PatentDocket_Chi@seyfarth.com		
Correspondent Name:	Patrick T. Muffo		
Address Line 1:	131 S. Dearborn Street, Suite 2400		
Address Line 2:	Seyfarth Shaw LLP		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	068926-000008		
NAME OF SUBMITTER:	Patrick T. muffo		
SIGNATURE:	/Patrick T. Muffo/		
DATE SIGNED:	10/20/2015		
Total Attachments: 5			
source=068926_8_TMAssignmentVantagePoint#page1.tif			
source=068926_8_TMAssignmentVantagePoint#page2.tif			

CH \$40.00 3866760

source=068926_8_TMAssignmentVantagePoint#page3.tif

source=068926_8_TMAssignmentVantagePoint#page4.tif

source=068926_8_TMAssignmentVantagePoint#page5.tif

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("Trademark Assignment"), dated as of October 15, 2015, is made by Vantage Point Healthcare Information Systems, Inc., a Delaware corporation ("Assignor") in favor of Indegene Healthcare LLC, a New Jersey limited liability company ("Assignee") the purchaser of certain assets of Assignor pursuant to an Asset Purchase Agreement by and among Assignor, Assignee, and Lawrence S. Borok dated as of the date hereof (the "Asset Purchase Agreement").

WHEREAS, under the terms of the Asset Purchase Agreement, Assignor has conveyed, transferred and assigned to Assignee, among other assets, all intellectual property of Assignor, and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office

NOW THEREFORE, the parties agree as follows:

1. **Assignment.** For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title and interest in and to the trademarks set forth on Schedule 1 (the "Assigned Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks, as well as:

(a) the trademark registrations and pending applications set forth on Schedule 1 and all issuances, extensions and renewals thereof;

(b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by the applicable laws of any jurisdiction, by international treaties and conventions and otherwise throughout the world, including all rights to apply for and maintain all registrations, renewals and/or extensions thereof;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. **Recordation and Further Actions.** Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record Assignee as the owner of the Assigned Trademarks, and to issue any and all Assigned Trademarks to Assignee, as assignee of Assignor's entire right, title and interest in, to and under the same and to record and register this Trademark Assignment upon request by Assignee. Following the date hereof, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns and legal representatives, including the execution and

delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may reasonably be requested to effect, evidence or perfect the assignment of the Assigned Trademarks to Assignee, or any assignee or successor thereto. In addition, if any registrations or applications for any Assigned Trademarks are omitted from Schedule I hereto, Assignor shall, upon becoming aware of such omission, notify Assignee and execute such further assignments or instruments as are reasonably requested by Assignee to record Assignee's rights therein with the relevant intellectual property office(s) (whether domestic or foreign).

3. **Terms of the Asset Purchase Agreement.** The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. **Counterparts.** This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

4. **Severability.** The terms and provisions of this Trademark Assignment shall be deemed severable, and the invalidity or unenforceability of any term or provision shall not affect the validity or enforceability of the other terms and provisions hereof. If any term or other provision of this Trademark Assignment, or the application thereof to any person or any circumstance, is invalid, illegal or unenforceable, (a) a suitable and equitable term or provision shall be substituted therefor in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable term or provision and (b) the remainder of this Trademark Assignment and the application of such term or provision to other persons or circumstances shall not be affected by such invalidity, illegality or unenforceability, nor shall such invalidity, illegality or unenforceability affect the validity or enforceability of such term or provision, or the application thereof, in any other jurisdiction.

5. **Successors and Assigns.** This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. **Governing Law.** This Trademark Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New Jersey, without giving effect to any choice or conflict of law provision or rule (whether of the State of New Jersey or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have duly executed and delivered this Trademark Assignment as of the date first written above.

ASSIGNOR:

VANTAGE POINT HEALTHCARE
INFORMATION SYSTEMS, INC.

By: 

Name: Lawrence S. Borok

Title: President

ASSIGNEE:

INDEGENE HEALTHCARE LLC.

By: _____

Name: Dr. Rajesh Nair

Title: President

IN WITNESS WHEREOF, the parties have duly executed and delivered this Trademark Assignment as of the date first written above.

ASSIGNOR:

VANTAGE POINT HEALTHCARE
INFORMATION SYSTEMS, INC.

By: _____

Name: Lawrence S. Borok

Title: President

ASSIGNEE:

INDEGENE HEALTHCARE LLC.

By:  _____

Name: Dr. Rajesh Nair

Title: President

TRADEMARK

REEL: 005648 FRAME: 0265

SCHEDULE 1

ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark:

SMARTCARE: U.S. Registration Number 3866760