

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM362719

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Priority Care Solutions, Inc.		06/24/2014	CORPORATION: FLORIDA
RECEIVING PARTY DATA			
Name:	Priority Care Solutions, LLC		
Street Address:	3802 Corporex Park Drive		
Internal Address:	Suite 100		
City:	Tampa		
State/Country:	FLORIDA		
Postal Code:	33619		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4541719	PRIORITY CARE SOLUTIONS	
Registration Number:	4541793	PRIORITY POINT	
CORRESPONDENCE DATA			
Fax Number:	6172484000		
<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>			
Email:	tadmin@choate.com		
Correspondent Name:	Daniel L. Scales		
Address Line 1:	Two International Place		
Address Line 2:	Choate Hall & Stewart LLP		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	2007496-0027		
NAME OF SUBMITTER:	Daniel L. Scales		
SIGNATURE:	/daniel l. scales/		
DATE SIGNED:	11/17/2015		
Total Attachments: 6			
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INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT ("Assignment") is effective on the 24th day of June, 2014 by and between Priority Care Solutions, Inc., a Florida corporation ("Assignor"), and Priority Care Solutions, LLC, a Delaware limited liability company ("Assignee").

Pursuant to that certain Asset Transfer Agreement of even date herewith by and between Assignor and Assignee ("Asset Transfer Agreement"), Assignor has agreed to transfer its Transferred Assets, which includes all of its intellectual property, to Assignee.

In consideration of the mutual promises and covenants contained in this Assignment and in the Asset Transfer Agreement and intending to be legally bound, the parties agree as follows:

All undefined, capitalized terms used herein have the meaning given to them in the Asset Transfer Agreement. Additionally, the following definitions apply to this Assignment:

"Copyrights" means all United States and foreign registered copyrights, copyright applications, unregistered copyrights, copyrightable works, software and mask works that are Transferred Assets, and all registrations and applications therefor, in the United States and for all foreign countries, now or hereafter in effect, including, without limitation, the registrations, applications and software set forth on Exhibit A, and all works based on, derived from, or incorporating the foregoing.

"Patents" means all inventions, discoveries and ideas, whether patentable or not in any jurisdiction, patents and applications for patents (including, without limitation, provisional applications, utility applications, design applications, divisionals, continuations, continuations-in-part, extensions, reissues and re-examinations), domestic or foreign, now or hereafter in effect, and any renewals, extensions or reissues thereof, in any jurisdiction, and any domestic or foreign patents or patent applications claiming priority to any of the above, together with all rights associated with any of the above that are Transferred Assets.

"Trademarks" means all United States and foreign registered trademarks and service marks and all trademark and service mark applications, domestic or foreign, now or hereafter in effect, including any divisionals, renewals, and extensions thereof, unregistered trademarks and service marks, trade dress, logos, trade names, domain names, fictitious names, brand names, brand marks, and corporate names that are Transferred Assets, together with all translations, adaptations, derivations and combinations, including, without limitation, the domain names, trademarks and service marks and registrations therefor set forth on Exhibit B.

COPYRIGHTS

1. Assignment. Assignor hereby sells, assigns and transfers to Assignee, its successors and assigns, all right, title and interest in and to the Copyrights, renewal rights with respect thereto, the right to obtain registrations of the Copyrights in the United States and throughout the world, moral rights, the right to sue and recover any and all damages and profits which Assignor now has or hereafter may have for infringement or interference with any of the rights granted to Assignee in and to the Copyrights, and any and all other remedies, for past,

present or future infringements or violations thereof, all in Assignee's sole name, and all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto.

2. Cooperation. Assignor shall cooperate with Assignee in any action Assignee reasonably requests that Assignor take in order to effectuate, carry out, or fulfill the parties' intent and/or Assignor's obligations hereunder, including, without limitation, the execution of any instruments and papers that are necessary or desirable, in Assignee's sole discretion, to consolidate, confirm, vest and/or record Assignee's full and complete ownership of the Copyrights with, for example, the U.S. Copyright Office or equivalent foreign offices.

TRADEMARKS

3. Assignment. Assignor hereby expressly sells, assigns and transfers to Assignee, its successor and assigns, all right, title and interest in and to the Trademarks, together with the goodwill of the business(es) that is/are symbolized by the Trademarks, including but not limited to all related common law rights, and all other rights pertaining to ownership of the Trademarks, including the renewal rights therein, the right to obtain registrations of the Trademarks in the United States and throughout the world, and the right to sue and recover any and all damages and profits, and any and all other remedies, for past, present or future infringements or violations thereof, all in Assignee's sole name and for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this assignment had not been made, together with the right or priority under any international agreements to which the United States adheres, and all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, now or hereafter in effect. Assignor requests the Commissioner of Patents and Trademarks, any other governmental or judicial entity and any and all foreign countries to record Assignee as the assignee and owner of the Trademarks.

4. Cooperation. Assignor shall cooperate with Assignee in any action Assignee reasonably requests that Assignor take in order to effectuate, carry out, or fulfill the parties' intent and/or Assignor's obligations hereunder, including, without limitation, the execution of any instruments and papers that are necessary or desirable, in Assignee's sole discretion, to consolidate, confirm, vest and/or record Assignee's full and complete ownership of the Trademarks with, for example, the U.S. Patent and Trademark Office or equivalent foreign offices, or with domain name registrars.

PATENTS

5. Assignment. Assignor hereby expressly sells, assigns and transfers to Assignee, its successors and assigns, all right, title and interest in and to the Patents, including but not limited to renewal rights therein, the right to obtain patent or equivalent protection therein in the United States and throughout the world, and the right to sue and recover any and all damages and profits, and any and all other remedies, for past, present, or future infringements or violations thereof, all in Assignee's sole name, and for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this assignment had not been made, together with the right or priority under any international agreements to which

the United States adheres, and all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, now or hereafter in effect.

6. Cooperation. Assignor shall cooperate with Assignee in any action Assignee reasonably requests that Assignor take in order to effectuate, carry out, or fulfill the parties' intent and/or Assignor's obligations hereunder, including, without limitation, the execution of any instruments and papers that are necessary or desirable, in Assignee's sole discretion, to consolidate, confirm, vest and/or record Assignee's full and complete ownership of the Patents with, for example, the U.S. Patent and Trademark Office or equivalent foreign offices.

GENERAL

7. Entire Agreement. This Assignment and the Asset Transfer Agreement contain the entire agreement of the parties with respect to the subject matter of this Assignment. No prior agreement or understanding pertaining to any such matter shall be effective. This Assignment may only be modified in a written instrument executed by the parties.

8. Binding Assignment. This Assignment shall be binding upon and inure to the benefit of each of the parties hereto, their successors and permitted assigns.

9. Governing Law. This Assignment shall be governed by and construed under the laws of the state of Delaware, excluding any conflicts of laws rule or principle that might refer the governance or construction of this Assignment to the law of another jurisdiction.

10. Severability. If any provision of this Assignment shall be deemed invalid or unenforceable by any court of competent jurisdiction, then such portion shall be deemed severed, and the remainder thereof shall be enforceable in accordance with its terms.

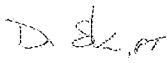
11. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

12. Headings. All headings contained in this Assignment are for reference only and shall not affect the meaning or interpretation of this Assignment in any manner.

IN WITNESS WHEREOF, the parties hereto have caused this Intellectual Property Assignment to be duly executed on the day and year first above written.

ASSIGNOR:

PRIORITY CARE SOLUTIONS, INC.,

By: 
Shannon Vissman, Chief Executive Officer

ASSIGNEE:

PRIORITY CARE SOLUTIONS, LLC

BY: PRIORITY CARE SOLUTIONS, INC., member

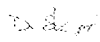
By: 
Shannon Vissman, Chief Executive Officer

EXHIBIT A
COPYRIGHTS

All work product, software, and other Copyrights developed under the Software Development Agreement by and between Priority Care Solutions, Inc. and E-Health DataSystems LLC dated June 15, 2014, as assigned to Priority Care Solutions, LLC by Priority Care Solutions, Inc. pursuant to the Asset Transfer Agreement.

All other Copyrights owned by the Assignor.

EXHIBIT B
TRADEMARKS

I. Trademark Applications and Registrations

Mark	Reg. No.	Reg. Date
PRIORITY CARE SOLUTIONS	4,541,719	June 3, 2014
PRIORITY POINT	4,541,793	June 3, 2014

II. Common Law Trademarks

NEW DIRECTIONS IN THE CONTINUUM OF CARE
PRIORITY DME
PRIORITY DIAGNOSTICS
PRIORITY PHARMA
PRIORITY HOMEHEALTH
PRIORITY TRANSPORTATION & TRANSLATION
PRIORITY MODIFICATIONS

III. Domain Names

www.prioritycaresolutions.com