

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM366185

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
CareFlow, LLC		07/31/2015	LIMITED LIABILITY COMPANY: PENNSYLVANIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Magnus Health, LLC		
<b>Street Address:</b>	323 West Martin Street		
<b>City:</b>	Raleigh		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	27601		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77669362	CAREFLOW	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2157012273		
<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>			
<b>Phone:</b>	215-665-7273		
<b>Email:</b>	cmiller@cozen.com		
<b>Correspondent Name:</b>	Camille M. Miller		
<b>Address Line 1:</b>	Cozen O'Connor		
<b>Address Line 2:</b>	1650 Market Street, Suite 2800		
<b>Address Line 4:</b>	Philadelphia, PENNSYLVANIA 19103		
<b>ATTORNEY DOCKET NUMBER:</b>	352775/MAGH0002US/352775		
<b>NAME OF SUBMITTER:</b>	Camille M. Miller		
<b>SIGNATURE:</b>	/Camille M. Miller/		
<b>DATE SIGNED:</b>	12/17/2015		
<b>Total Attachments: 4</b>			
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## ASSET CONTRIBUTION AGREEMENT

THIS AGREEMENT is made and entered into this 14<sup>th</sup> day July, 2015, by and between CareFlow, LLC, a Pennsylvania limited liability company ("*CareFlow*"), and Magnus Health, LLC, a Delaware limited liability company ("*Magnus*").

### RECITALS

- A. CareFlow is engaged in the health record software business (the "*Business*").
- B. CareFlow desires to transfer to Magnus certain of its properties and assets related to such Business, and Magnus desires to acquire such properties and assets, all upon the terms and conditions set forth herein.
- C. Magnus files income taxes as a corporation and the parties agree that this transaction shall be treated as a contribution of certain assets of the Business in exchange for membership interest of Magnus in accordance with section 351 of the Internal Revenue Code.

### AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein, the parties hereto agree as follows:

#### SECTION 1. DEFINITIONS.

The following terms used in this Agreement shall have the following meanings unless some other meaning is clearly intended:

"*Accounts Receivable*" has the meaning assigned to that term in Section 5.12.

"*Agreement*" means this Agreement, dated as of the day and year first above written, by and between CareFlow and Magnus.

"*Assignment and Assumption Agreement*" means that certain assignment and assumption agreement to be mutually agreed upon by the Parties and delivered at the Closing.

"*Assumed Liabilities*" has the meaning assigned to that term in Section 2.2.

"*Bill of Sale*" means that certain bill of sale to be mutually agreed upon by the Parties and delivered at the Closing.

"*Business*" has the meaning set forth in the Recitals.

"*Class A Units*" has the meaning assigned to that term in the Magnus Operating Agreement.

"*Class B Units*" has the meaning assigned to that term in the Magnus Operating Agreement.

"*Closing*" means the closing of the transactions contemplated by this Agreement.

"*Closing Date*" has the meaning assigned to that term in Section 4.1.

**TRADEMARK**

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## **SECTION 2. TRANSFER OF ASSETS AND ASSUMPTION OF LIABILITIES.**

**2.1 Assets.** Subject to the terms and conditions hereof and subject to the representations and warranties made herein, on the Closing Date, CareFlow will assign, transfer, deliver and convey to Magnus all of CareFlow's right, title and interest in and to those assets used by CareFlow in or arising out of the Business which are listed Schedule 2.1, and include the following (a) cash, (b) accounts receivable, (c) fixed assets including, office furniture and office equipment (including computer, networking and telephone equipment), (d) prepaid expenses and deposits, (e) Intellectual Property Rights and telephone numbers, trade secrets, business records and files, customer lists, promotional materials, and intangible items and the goodwill of CareFlow as a going concern, and to the trade name "CareFlow" (including the good will represented thereby); and (f) customer contracts including those listed in Schedule 5.11 (collectively, the "*Transferred Assets*").

**2.2 Liabilities.** Subject to the terms and conditions of this Agreement, Magnus will, as of the Closing Date, assume and agree to discharge the obligations and liabilities of CareFlow described on Schedule 2.2 attached hereto which remain unpaid on the Closing Date (the "*Assumed Liabilities*"). Any and all other obligations and liabilities of CareFlow whether accrued or contingent or due or not due, which are not specifically assumed herein and not described on Schedule 2.2 attached hereto, shall be and remain the sole obligations and liabilities of CareFlow to pay and discharge, and Magnus shall not be obligated in any respect therefor.

## **SECTION 3. CONSIDERATION.**

The consideration for the Transferred Assets shall be the Magnus Equity to be issued to CareFlow pursuant to the Magnus Operating Agreement on the Closing date, less the face amount of the liabilities assumed by Magnus which are listed on Schedule 2.2 hereto as of the close of business on the business day preceding the Closing Date.

## **SECTION 4. CLOSING.**

**4.1 Closing Date.** The Closing shall take place at 12:01 a.m. on July 31, 2015 (the "*Closing Date*"), at the office of Morehead Capital Management, LLC at 1101 Haynes Street, Raleigh, NC 28203 or at such other time and place as the Parties shall mutually agree.

**4.2 Transfer of Assets and Liabilities.** At the Closing on the Closing Date, effective the opening of business on the Closing Date:

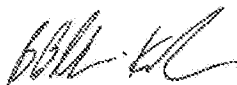
(a) CareFlow shall transfer, assign and deliver to Magnus all right, title and interest in and to the Transferred Assets pursuant to the Bill of Sale; CareFlow shall have the obligation to use its best efforts to obtain any consent or approval of third parties which may be required by any contract, lease, license or other agreement to effect transfer or assignment thereof to Magnus. Such transfer and assignment shall be effected or evidenced by delivery by CareFlow to Magnus of appropriate bills of sale, assignments and other documents of transfer reasonably acceptable in form and substance to Magnus and CareFlow.

(b) Magnus shall assume the liabilities described in Section 2.2 pursuant to the Assignment and Assumption Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

CAREFLOW:

CAREFLOW, LLC


By: 

Its: Brian Biddulph-Krentar

Address: 433 West Market St Suite 6  
West Chester, PA 19360

MAGNUS:

MAGNUS HEALTH, LLC

By: 

Its: CEO, James Burns

Address: 323 West Martin Street  
Raleigh, NC 27601

- To be mutually agreed upon prior to closing

**Schedule 5.4: Financial Statements**

[Attached]

**Schedule 5.8: Intellectual Property**

- United States Patent and Trademark: #900295251
  - o Serial Number: 77669362
  - o Registration Number: 3833437