

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM381495

<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>
M.D. ON-LINE, INC.		11/12/2014	Corporation: NEW JERSEY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	INSYNC HEALTHCARE SOLUTIONS, LLC		
<b>Street Address:</b>	8408 Benjamin Road		
<b>City:</b>	Tampa		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	33634		
<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>Registration Number:</b>	3796543	INSYNC	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8138672641		
<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>			
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<b>NAME OF SUBMITTER:</b>	Sheryl S. Hunter		
<b>SIGNATURE:</b>	/Sheryl S. Hunter/		
<b>DATE SIGNED:</b>	04/21/2016		
<b>Total Attachments: 29</b>			
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**ASSET PURCHASE AGREEMENT**

**BY AND BETWEEN**

**M.D. ON-LINE, INC., AS SELLER,**

**AND**

**INSYNC HEALTHCARE SOLUTIONS, LLC, AS BUYER**

**DATED NOVEMBER 12, 2014**

## TABLE OF CONTENTS

	Page
<u>ARTICLE I. DEFINITIONS</u> .....	1
<u>Section 1.01. Definitions</u> .....	1
<u>ARTICLE II. PURCHASE AND SALE</u> .....	6
<u>Section 2.01. Purchase and Sale of the Assets</u> .....	6
<u>Section 2.02. Excluded Assets</u> .....	7
<u>Section 2.03. Assumed Liabilities</u> .....	8
<u>ARTICLE III. PURCHASE PRICE</u> .....	9
<u>Section 3.01. Payment of Purchase Price at Closing</u> .....	9
<u>Section 3.02. Allocation of the Purchase Price</u> .....	9
<u>ARTICLE IV. CLOSING; DELIVERIES AT CLOSING; CONDITIONS TO CLOSING</u> .....	10
<u>Section 4.01. Closing</u> .....	10
<u>Section 4.02. Deliveries by Seller</u> .....	10
<u>Section 4.03. Deliveries by Buyer</u> .....	10
<u>ARTICLE V. REPRESENTATIONS AND WARRANTIES OF SELLER</u> .....	11
<u>Section 5.01. Organization, Qualification and Power</u> .....	11
<u>Section 5.02. Authorization</u> .....	11
<u>Section 5.03. Non-Contravention</u> .....	11
<u>Section 5.04. Assets</u> .....	11
<u>Section 5.05. Capitalization of MDOL Asia</u> .....	11
<u>Section 5.06. No Brokers</u> .....	12
<u>Section 5.07. Litigation</u> .....	12
<u>Section 5.08. Intellectual Property</u> .....	12
<u>Section 5.09. Operating In Ordinary Course of Business</u> .....	13
<u>Section 5.10. Labor and Employment Matters</u> .....	13
<u>Section 5.11. Acknowledgement</u> .....	13
<u>ARTICLE VI. REPRESENTATIONS AND WARRANTIES OF BUYER</u> .....	14
<u>Section 6.01. Organization</u> .....	14
<u>Section 6.02. Authorization</u> .....	14
<u>Section 6.03. Non-Contravention</u> .....	14
<u>Section 6.04. No Brokers</u> .....	14
<u>Section 6.05. Acknowledgement</u> .....	14
<u>ARTICLE VII. COVENANTS OF THE PARTIES</u> .....	15
<u>Section 7.01. Further Assurances</u> .....	15
<u>Section 7.02. Publicity; Disclosure</u> .....	15
<u>Section 7.03. Third Party Consents</u> .....	15
<u>Section 7.04. Employee Matters</u> .....	16

<u>Section 7.05.</u>	<u>Tax Matters</u> .....	16
<u>Section 7.06.</u>	<u>Refunds and Remittances</u> .....	17
<u>Section 7.07.</u>	<u>Transition Period</u> .....	17
<u>Section 7.08.</u>	<u>Post-Closing Clearinghouse Agreement</u> .....	17
<u>Section 7.09.</u>	<u>Confidentiality</u> .....	17
<u>ARTICLE VIII. SURVIVAL; LIMITATION OF LIABILITY</u> .....		18
<u>Section 8.01.</u>	<u>Survival</u> .....	18
<u>Section 8.02.</u>	<u>Indemnification of Buyer</u> .....	18
<u>Section 8.03.</u>	<u>Calculation of Losses</u> .....	18
<u>Section 8.04.</u>	<u>Mitigation of Losses</u> .....	18
<u>Section 8.05.</u>	<u>Payment</u> .....	18
<u>Section 8.06.</u>	<u>Set-Off Right</u> .....	19
<u>Section 8.07.</u>	<u>Exclusive Remedies</u> .....	19
<u>ARTICLE IX. MISCELLANEOUS</u> .....		19
<u>Section 9.01.</u>	<u>Expenses</u> .....	19
<u>Section 9.02.</u>	<u>No Assignment</u> .....	19
<u>Section 9.03.</u>	<u>Headings</u> .....	19
<u>Section 9.04.</u>	<u>Entire Agreement, Integration, Modification and Waiver</u> .....	19
<u>Section 9.05.</u>	<u>Construction</u> .....	19
<u>Section 9.06.</u>	<u>Severability</u> .....	20
<u>Section 9.07.</u>	<u>No Third Party Beneficiaries</u> .....	20
<u>Section 9.08.</u>	<u>Notices</u> .....	20
<u>Section 9.09.</u>	<u>Governing Law</u> .....	21
<u>Section 9.10.</u>	<u>Maintenance of and Access to Records</u> .....	21
<u>Section 9.11.</u>	<u>Counterparts and Electronic Signatures</u> .....	21
<u>Section 9.12.</u>	<u>Jurisdiction</u> .....	22

EXHIBITS:

EXHIBIT A	ASSUMPTION AGREEMENT
EXHIBIT B	BILL OF SALE
EXHIBIT C	FORM OF PROMISSORY NOTE

SCHEDULES:

SCHEDULE A	CUSTOMERS
SCHEDULE B	VENDORS
SCHEDULE C	EMPLOYEES

## ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement") is made and entered into as of November 12, 2014 by and among M.D. On-Line, Inc., a New Jersey corporation ("Seller"), and InSync Healthcare Solutions, LLC, a Delaware limited liability company ("Buyer"). Seller and Buyer are sometimes collectively referred to herein as the "Parties" and individually referred to herein as a "Party."

### RECITALS:

**WHEREAS**, on November 12, 2014, pursuant to that certain Agreement and Plan of Merger (the "Merger Agreement") by and among ABILITY Network Inc., a Delaware corporation ("ABILITY"), Ocean Merger Sub, Inc., a Delaware corporation and wholly-owned subsidiary of ABILITY ("Merger Sub"), Seller, and Fortis Advisors LLC, a Delaware limited liability company, solely in the capacity as representative, Merger Sub merged with and into Seller, with Seller surviving as a wholly-owned subsidiary of ABILITY (the "Merger");

**WHEREAS**, Seller's medical transcription, revenue cycle management, electronic medical records, and practice management lines of business (collectively, the "Business") are unrelated to other businesses of ABILITY, and ABILITY desires to cause Seller to divest the assets and certain related liabilities used to operate the Business;

**WHEREAS**, the Parties expressly acknowledge that ABILITY has limited knowledge and expertise regarding the Business and the assets used to operate the Business and, except as otherwise specifically provided herein, the Purchased Assets (as hereinafter defined) are being sold on an "as-is," "where-is," and "with all faults" basis, without any warranties, expressed or implied;

**WHEREAS**, Buyer is an entity newly formed for the purpose of acquiring the assets and certain related liabilities relating to the Business; and

**WHEREAS**, subject to the terms and conditions set forth in this Agreement, Seller desires to sell, assign, transfer, convey and deliver to Buyer, and Buyer desires to purchase and acquire from Seller, the Purchased Assets and the Assumed Liabilities.

### PROVISIONS:

**NOW, THEREFORE**, in consideration of the foregoing and the representations, warranties, covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound hereby, agree as follows:

### ARTICLE I. DEFINITIONS

Section 1.01. Definitions. For purposes of this Agreement, the following terms shall have the meanings set forth below:

"ABILITY" has the meaning set forth in the preamble to this Agreement.

"Affiliate" means, with respect to any Person, any other Person controlling, controlled by or under common control with such Person as of the date on which, or at any time during the period for which, the determination of affiliation is being made.

"Agreement" has the meaning set forth in the preamble to this Agreement.

"Assumed Contracts" means (a) the Contracts to which Seller or an Affiliate of Seller is a party relating to the customers of Seller listed on Schedule A attached hereto relating solely and exclusively to operating the Business, (b) the Contracts to which Seller or an Affiliate of Seller is a party relating to the vendors of Seller listed on Schedule B attached hereto relating solely and exclusively to operating the Business, and (c) that certain Services Agreement dated November 1, 2012 between Seller and MDOL Asia.

"Assumed Liabilities" has the meaning set forth in Section 2.03.

"Assumption Agreement" means the Assumption Agreement dated as of the Closing Date and entered into by Buyer and Seller, in substantially the form attached hereto as Exhibit A.

"Bill of Sale" means the Bill of Sale dated as of the Closing Date and executed by Seller in favor of Buyer in substantially the form attached hereto as Exhibit B.

"Business" has the meaning set forth in the recitals to this Agreement.

"Business Day" means any day other than a Saturday, Sunday or other day on which banking institutions in the State of New Jersey are authorized or required by Law or other governmental action to close.

"Buyer" has the meaning set forth in the preamble to this Agreement.

"Buyer Transaction Documents" means this Agreement, the Assumption Agreement, the Note, and all documents, agreements and certificates to be executed or entered into by Buyer or a designated Affiliate of Buyer in connection with the transactions contemplated hereby or thereby.

"Cap" has the meaning set forth in Section 8.02.

"Closing" has the meaning set forth in Section 4.01.

"Closing Date" has the meaning set forth in Section 4.01.

"COBRA" means the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended.

"Code" means the Internal Revenue Code of 1986, as amended.



"Confidential Information" means any confidential or proprietary information, including trade secrets, relating to the operation of the Business or the Purchased Assets that is not already available to the public.

"Contracts" means all contracts, agreements, commitments and other arrangements of any nature, written or oral, solely and exclusively relating to the Business (including, without limitation, all employment agreements, customer agreements, dealer agreements, supplier agreements, distributor agreements, service agreements, purchase and sales orders, leases, licenses, sub-licenses, assignments, joint ventures, loan agreements, security agreements, non-competition agreements, non-solicitation agreements, non-disclosure agreements, performance bonds, completion bonds, suretyship agreements, and other similar commitments).

"control" (including the terms "controlling", "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract, or otherwise.

"Debt" means, when used with reference to any Person, without duplication: (a) any liability of such Person created or assumed by such Person, (i) for borrowed money, (ii) evidenced by a bond, note, debenture or similar instrument (including a purchase money obligation, deed of trust or mortgage) given in connection with the acquisition of, or exchange for, any property or assets (other than inventory or similar property acquired and consumed in the ordinary course of such Person's business), (iii) for the payment of money as lessee under leases that should be, in accordance with GAAP, recorded as capital leases for financial reporting purposes, (iv) for the reimbursement of any obligor on any letter of credit, banker's acceptance or similar credit transaction or (v) under interest rate or currency swap transactions (valued at the termination value thereof); (b) any liability of others described in the preceding clause (a) guaranteed as to payment of principal or interest by such Person or in effect guaranteed by such Person through an agreement, contingent or otherwise, to purchase, repurchase or pay the related indebtedness or to pledge the security therefor; (c) all liabilities or obligations secured by an Encumbrance (other than Permitted Liens) upon property owned by such Person and/or upon which liabilities or obligations such Person customarily pays interest or principal, whether or not such Person has assumed or become liable for the payment of such liabilities or obligations; and (d) any amendment, renewal, extension, revision or refunding of any such liability or obligation.

"Employees" means those employees of Seller identified on Schedule C.

"Encumbrances" means all liens, mortgages, deeds of trust, pledges, assignments, charges, defects in title, judgments, encumbrances, security interests, options, rights of first refusal, easements, restrictive covenants, hypothecations, encroachments and other restrictions or third-party rights.

"Excluded Assets" has the meaning set forth in Section 2.02.

"Final Obligation to Indemnify" has the meaning set forth in Section 8.05.

"GAAP" means United States generally accepted accounting principles, consistently applied, as in effect from time to time.

“Governmental Authority” means any foreign, domestic, federal, territorial, state or local governmental authority, or any instrumentality, court, legislative body, commission, tribunal or organization of any such governmental authority, or any regulatory, administrative or other agency of any such governmental authority, or any political or other subdivision, department or branch of any of the foregoing.

“Intellectual Property” means all right, title, and interest in and to all industrial and intellectual property, including, without limitation, (i) patents, registered and unregistered trademarks and service marks, brand names, trade names, domain names, copyrights, designs and trade secrets, (ii) applications for and registrations of such patents, trademarks, service marks, trade names, domain names, copyrights and designs, and (iii) know-how, trade secrets, proprietary processes and formulae, confidential information, data, franchises, licenses, customer lists, inventions (whether or not patentable), works of authorship, software, instructions, marketing materials, trade dress, proprietary logos and designs, database rights, rights of privacy and all other industrial and intellectual property rights now known or hereafter recognized in any jurisdiction worldwide, together with the goodwill associated with any of the foregoing, all documentation and media constituting, embodying, describing or relating to the foregoing, including manuals, memoranda and records, any and all registrations, applications, recordings, licenses, common-law rights, statutory rights, and contractual rights relating to any of the foregoing, and all legal actions and rights to sue at law or in equity for any past or future infringement or other impairment of any of the foregoing, including the right to receive all proceeds and damages therefrom, and all rights to obtain renewals, continuations, divisions, or other extensions of legal protections pertaining thereto.

“Junk Fax Litigation” means any litigation, action, suit, proceeding, claim, arbitration or investigation arising from or related to the Family Health Chiropractic, Inc. Class Action Complaint filed in the United States District Court for the Northern District of Ohio on May 8, 2014 alleging violations by the Seller and/or its Subsidiaries of the Junk Fax Prevention Act of 2005, and related regulations.

“Law” means any law, statute, code, ordinance, rule, regulation, decision, injunction, ruling, verdict, judgment, order, award, decree or other requirement enacted, adopted, issued or promulgated by any Governmental Authority.

“Loss” of a Person means any and all losses, liabilities, Taxes, damages, claims, awards, judgments, costs and expenses (including, without limitation, reasonable attorneys’ fees) actually suffered or incurred by such Person, unless awarded pursuant to a third party claim. Anything herein to the contrary notwithstanding, no Party shall have the right to be indemnified for any Losses to the extent they are in the nature of consequential, incidental or indirect damages, diminution in value damages, lost profits or punitive, special or exemplary damages, and in particular, without limitation, no “multiple of profits” or “multiple of cash flow” or similar valuation methodology shall be used in calculating the amount of any Losses, unless awarded pursuant to a third party claim (other than with respect to diminution in value damages).

“Maturity Date” has the meaning set forth in Section 3.01(b).

“MDOL Asia” has the meaning set forth in Section 5.05.

"Merger" has the meaning set forth in the preamble to this Agreement.

"Merger Agreement" has the meaning set forth in the preamble to this Agreement.

"Merger Sub" has the meaning set forth in the preamble to this Agreement.

"Non-Assignable Contracts" has the meaning set forth in Section 7.03.

"Note" has the meaning set forth in Section 3.01(b).

"Omitted Assets" has the meaning set forth in Section 7.01.

"Ordinary Course of Business" means the ordinary course of business consistent with past custom and practices of Seller in connection with the operation of the Business in taking or refraining to take any particular action (including with respect to the quantity and frequency thereof).

"Parties" or "Party" has the meaning set forth in the preamble to this Agreement.

"Permitted Liens" means (a) all liens for Taxes, assessments, fees and other charges by Governmental Authorities that are (i) not due and payable as of the Closing Date or (ii) being contested in good faith by Seller or Affiliate of Seller in appropriate proceedings, and (b) mechanics', workmen's or repairmen's liens arising or incurred in the Ordinary Course of Business with respect to amounts that are not yet delinquent.

"Person" means any individual, sole proprietorship, partnership, corporation, limited liability company, unincorporated society or association, Governmental Authority, estate, trust or other entity or organization.

"Post-Closing Period" has the meaning set forth in Section 7.05(a).

"Pre-Closing Period" has the meaning set forth in Section 7.05(a).

"Property Taxes" has the meaning set forth in Section 7.05(a).

"Purchased Assets" has the meaning set forth in Section 2.01.

"Purchased Intellectual Property" has the meaning set forth in Section 2.01(c).

"Purchase Price" has the meaning set forth in Section 3.01.

"Purchase Price Allocation" has the meaning set forth in Section 3.02.

"Recovered Amount" has the meaning set forth in Section 8.02(d).

"Seller" has the meaning set forth in the preamble to this Agreement.

"Seller Transaction Documents" means this Agreement, the Bill of Sale and the Assumption Agreement, and all documents, agreements and certificates to be executed or entered into by Seller in connection with the transactions contemplated hereby or thereby.

"Shares" has the meaning set forth in Section 2.01(h).

"Straddle Period" has the meaning set forth in Section 7.05(a).

"Subsidiary" means any Person of which (i) a majority of the outstanding share capital, voting securities or other equity interests are owned, directly or indirectly, by Seller, or (ii) Seller is entitled, directly or indirectly, to appoint a majority of the board of directors, board of managers or comparable body of such Person.

"Tax Returns" means all returns, declarations, reports, claims for refunds, information returns and other statements or documents relating to Taxes, including any schedules or attachments thereto and any amendments thereof.

"Taxes" means any: (i) federal, state, local and foreign taxes, assessments or governmental charges (including income, gross receipts, payroll, ad valorem, employment, excise, franchise, occupancy, real property, personal property, sales, use, transfer and value-added taxes, severance, stamp, windfall profits, environmental, taxes withheld from employees' salaries, social security, unemployment, disability and other withholding taxes imposed via withholding or otherwise and obligations and all deposits required to be made with respect thereto), levies, assessments, deficiencies, import duties, licenses and registration fees, or other tax of any kind whatsoever, however denominated or computed, and will include any interest, penalty, or addition thereto, whether disputed or not, including any other surcharge, levy; (ii) any liability for the Taxes described in clause (i) of another Person imposed under Treasury Regulations Section 1.1502-6 (or any similar provision of foreign, state or local law), as a transferee or successor, by contract, or otherwise; and (iii) liability for the payment of any amounts of the type described in clause (i) as a result of any law or express or implied obligation to indemnify or otherwise assume or succeed to, the liability of any other Person.

"Transaction Documents" means, collectively, the Buyer Transaction Documents and the Seller Transaction Documents.

"Transfer Taxes" means all federal, state and local transfer, sales, use, reporting, recording, filing, conveyance, stamp, registration and other similar state, and local fees, taxes and charges including any interest, penalty and addition thereto imposed by U.S. Governmental Authorities arising out of or in connection with the transfer of the Purchased Assets effected pursuant to this Agreement.

"Transfer Tax Returns" means Tax Returns for Transfer Taxes.

"Transition Period" has the meaning set forth in Section 7.07.

"WARN" has the meaning set forth in Section 7.04.

**ARTICLE II.**  
**PURCHASE AND SALE**

Section 2.01. Purchase and Sale of the Assets. Subject to the terms and conditions set forth in this Agreement, and in reliance upon the covenants, agreements, representations and warranties contained herein, at the Closing, Buyer will purchase and acquire from Seller, and Seller will sell, assign, transfer, convey and deliver to Buyer, free and clear of all Encumbrances (other than Permitted Liens), "AS-IS," "WHERE-IS" and "WITH ALL FAULTS," all right, title and interest of Seller as of the Closing Date in and to the following (collectively, the "Purchased Assets"):

(a) all of Seller's Equipment and all other tangible personal property, including furniture, laptops, and hardware, relating solely and exclusively to operating the Business;

(b) all rights and benefits under the Assumed Contracts;

(c) all Intellectual Property held by Seller relating solely and exclusively to operating the Business, including, without limitation, software for patient accounting and billing and software for implementing electronic medical records in medical practices, all as used by Seller in operating the Business (collectively, the "Purchased Intellectual Property");

(d) all accounts receivable and other rights to payment from customers of the Seller for products sold or services rendered by the Seller relating solely and exclusively to the Business;

(e) all rights of the Seller pursuant to any express or implied warranties, representations or guarantees made by suppliers or vendors providing goods or services relating solely and exclusively to the Business;

(f) all books and records of Seller relating solely and exclusively to the Business;

(g) all goodwill and other intangible assets of Seller relating solely and exclusively to the Business;

(h) all of the capital stock of MD On-line Asia Technologies Private Limited, a company incorporated under the India Companies Act of 1956 (the "Shares"); and

(i) all other assets of the Seller, whether tangible or intangible, relating solely and exclusively to the Business (except any assets constituting Excluded Assets).

Section 2.02. Excluded Assets. The Purchased Assets shall not include any assets whatsoever that are not Purchased Assets (collectively, the "Excluded Assets"), including, without limitation, the following:

(a) all assets, properties and rights of Seller and every Affiliate of Seller not used or held for use in the Business;

(b) all of the cash, marketable securities or other securities, commercial paper, checks and cash equivalents or other instruments, on hand or in bank accounts or other depositories existing as of the Closing Date of Seller and every Affiliate of Seller;

(c) all rights and benefits under the Contracts that are not Assumed Contracts;

(d) all equity interests that are held as treasury stock by the Seller and every Affiliate of Seller, all corporate minute books, stock books and stock transfer ledgers of the Seller, all financial and Tax records of the Seller, all records pertaining to the Excluded Assets, all other records and files not relating primarily to the Business, and all other records required to be maintained by the Seller and every Affiliate of Seller by applicable Law;

(e) all insurance policies of the Seller and every Affiliate of Seller and all rights thereunder, including, without limitation, all rights to insurance claims, related refunds and proceeds arising from the Excluded Assets;

(f) all Taxes that have been collected, but not yet remitted to Governmental Authorities, including, but not limited to, sales/use Taxes, and all rights or claims of Seller or any of its Affiliates with respect to any Tax refund, carryback or carryforward or other Tax credits;

(g) all Intellectual Property held by Seller or any of its Affiliates, other than the Purchased Intellectual Property;

(h) all rights to proprietary or licensed computer programs or other software of Seller and its Affiliates;

(i) all claims, causes of action, suits, judgments, demands or rights of any nature against other persons related to any Excluded Asset and all attorney-client, work product and other legal privileges of Seller and every Affiliate of Seller related thereto;

(j) all personnel records for Employees that Seller and every Affiliate of Seller is required by applicable Laws to retain in its possession; and

(k) all rights which accrue, or will accrue, to the benefit of the Seller and every Affiliate of Seller under this Agreement or any of the Transaction Documents.

Section 2.03. Assumed Liabilities. Subject to the terms and conditions set forth in this Agreement, and in reliance upon the covenants, agreements, representations and warranties contained herein, as of the Closing, Buyer shall assume and become responsible for, and shall thereafter pay, perform and discharge all of the liabilities, commitments or obligations of Seller relating solely and exclusively to the Business, including, without limitation, the following (collectively, the "Assumed Liabilities"):

(a) Obligations under the Assumed Contracts;

(b) The liabilities expressly undertaken by Buyer in Sections 7.03, 7.04 (including, without limitation, any liabilities associated with the Employees, including, without limitation, any accrued vacation, severance or other amounts that may be due in connection with

any termination by Buyer of the employment of any Employees), 7.05, 7.06, 7.07, 7.08 or elsewhere in this Agreement; and

(c) All obligations, payables, Debts, liabilities and expenses that relate solely and exclusively to the Business, whether accruing prior to or following the Closing Date, except for any liabilities associated with Seller's employees not listed on Schedule C (including without limitation, any accrued vacation, severance or other amounts that may be due in connection any termination by Seller of the employment of any employees of Seller not listed on Schedule C).

For the avoidance of doubt, other than the Assumed Liabilities, Buyer does not assume or agree to undertake any obligations, payables, Debts, liabilities or expenses of the Seller or otherwise related to the Business.

### ARTICLE III PURCHASE PRICE

Section 3.01. Payment of Purchase Price at Closing. Subject to the terms and conditions set forth in this Agreement, and in consideration of the aforesaid sale, assignment, transfer, conveyance and delivery of the Purchased Assets to Buyer, Buyer shall pay to Seller the following amounts (collectively, the "Purchase Price"):

(a) At the Closing, Buyer shall pay to Seller an amount equal to Five Hundred Fifty Thousand Dollars (\$550,000) in cash or immediately available funds pursuant to wire instructions provided to Buyer by Seller prior to the Closing Date; and

(b) At the Closing, Buyer shall deliver to Seller a promissory note in the form attached hereto as Exhibit C (the "Note"), which Note shall (i) be secured by a first priority lien on the Purchased Assets, (ii) be in the principal amount of Four Million Nine Hundred Fifty Thousand Dollars (\$4,950,000), (iii) be payable in consecutive payments each calendar quarter of principal plus accrued interest on the outstanding balance at the rate of Eight and One Quarter Percent (8.25%) per annum, (iv) have a maturity date on the seventh (7<sup>th</sup>) anniversary of the Closing Date (the "Maturity Date"), (v) require that Ten Percent (10%) of the quarterly revenue attributable to the Purchased Assets be paid each calendar quarter as a credit against the unpaid principal balance of the Note, beginning on March 31, 2016, until the outstanding principal balance and unpaid accrued interest on the Note are fully repaid, or until the Maturity Date, (vi) require that Buyer use the proceeds of any equity issuance by Buyer to repay the outstanding principal balance and unpaid accrued interest of the Note at the time of such issuance, (vii) require the unpaid accrued interest and the outstanding principal balance of the Note to be paid in full upon a change of control of Buyer, or subsequent sale of the Purchased Assets by Buyer, (viii) allow Buyer, at Buyer's election, at any time from the Closing Date until the eighteen (18) month anniversary of the Closing Date, to repay the total amount of the unpaid accrued interest and the outstanding principal balance of the Note at such time at a discount equal to Ten Percent (10%) of such amount, (viii) include a limited right of set-off described in Article VIII hereof, and (ix) be subject to any additional terms and conditions set forth in the Note.

Section 3.02. Allocation of the Purchase Price. The Purchase Price shall be allocated among the Purchased Assets in the manner required by Section 1060 of the Code and the

applicable Treasury regulations (the "Purchase Price Allocation"). Seller and Buyer shall cooperate with each other to prepare IRS Form 8594 and any required exhibits thereto. Buyer and Seller shall report the federal, state and local income and other tax consequences of the purchase and sale contemplated hereby, in a manner consistent with the Purchase Price Allocation and shall not take any position inconsistent therewith upon examination of any Tax Return, in any refund claim, in any litigation, or otherwise, unless otherwise required by applicable Law. In the event that the Purchase Price Allocation is disputed by any Governmental Authority, the Party receiving notice of such dispute shall promptly notify and consult with the other Party and keep the other Party apprised of material developments concerning resolution of such dispute.

**ARTICLE IV.**  
**CLOSING; DELIVERIES AT CLOSING; CONDITIONS TO CLOSING**

Section 4.01. Closing. The closing of the transactions contemplated by this Agreement (the "Closing") is taking place concurrently with the execution and delivery of this Agreement on the date of this Agreement (the "Closing Date") at such place as the Parties may agree, or at the offices of Nixon Peabody LLP at 100 Summer Street, Boston, Massachusetts 02110. All transactions contemplated hereby will be deemed to have occurred simultaneously and will become effective, and legal title, equitable title and risk of loss with respect to the Purchased Assets and the Business will transfer to Buyer at the Closing, which transfer will be deemed effective for accounting and other computational purposes as of the Effective Time.

Section 4.02. Deliveries by Seller. At the Closing, Seller shall deliver or cause to be delivered to Buyer the following items:

- (a) possession of the Purchased Assets;
- (b) a copy of resolutions of the sole director of Seller authorizing the execution, delivery and performance of this Agreement and the Seller Transaction Documents by Seller and a certificate of the secretary or assistant secretary of Seller, dated as of the Closing Date, certifying that such resolutions were duly adopted and are in full force and effect;
- (c) a duly executed counterpart of each of the Bill of Sale and the Assumption Agreement; and
- (d) such other documents and instruments as Buyer shall reasonably request to consummate or evidence the transactions contemplated hereby.

Section 4.03. Deliveries by Buyer. At the Closing, Buyer shall deliver or cause to be delivered to Seller (or such other party designated below) the following items:

- (a) the cash portion of the Purchase Price payable to Seller in accordance with Section 3.01(a);
- (b) the duly executed Note, payable to Seller in accordance with Section 3.01(b);



(c) a copy of resolutions of the board of managers of Buyer authorizing the execution, delivery and performance of this Agreement and the Buyer Transaction Documents by Buyer and a certificate of the secretary or assistant secretary of Buyer, dated as of the Closing Date, certifying that such resolutions were duly adopted and are in full force and effect;

(d) a duly executed counterpart of the Assumption Agreement;

(e) a certificate as to the good standing of Buyer issued within ten (10) days prior to the Closing Date by the appropriate Governmental Authorities within the jurisdiction where Buyer is incorporated; and

(f) such other documents and instruments as Seller shall reasonably request to consummate or evidence the transactions contemplated hereby.

**ARTICLE V.**  
**REPRESENTATIONS AND WARRANTIES OF SELLER**

Seller hereby represents and warrants to Buyer that the statements contained in this Article V are correct and complete as of the date hereof and as of the Closing Date:

Section 5.01. Organization, Qualification and Power. Seller is (i) a corporation duly organized, validly existing and in good standing under the Laws of the jurisdiction of its incorporation, and (ii) duly qualified or registered to conduct business and in good standing under the Laws of each jurisdiction where the nature of the Business requires such qualification or registration, except where the failure to be so qualified would not have a material adverse effect on the Business.

Section 5.02. Authorization. Seller has all requisite corporate legal capacity, power and authority to make, execute, deliver and perform this Agreement and the other Seller Transaction Documents to which it is a party and to perform its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. Seller has duly and validly authorized the execution, delivery and performance of this Agreement and the Seller Transaction Documents by all necessary corporate or similar action. This Agreement constitutes, and when executed and delivered the other Seller Transaction Documents will constitute, the valid and legally binding obligation of Seller, enforceable in accordance with their respective terms, except as such enforceability may be limited by applicable bankruptcy, insolvency and similar Laws affecting creditors' rights generally and general principles of equity (whether considered in equity or at law).

Section 5.03. Non-Contravention. Neither the execution or delivery of this Agreement or any of the other Seller Transaction Documents by Seller, nor the consummation by Seller of the transactions contemplated hereby or thereby, nor compliance with or fulfillment of the terms, conditions and provisions hereof or thereof, will (a) violate any Law applicable to, or any provision of the articles, charter, bylaws or other organizational or governance documents of Seller, (b) result in a material breach of, constitute a material default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify or cancel, or require any notice or consent under, any Contract to which Seller is a party or by which Seller is bound,

or to which any of the Purchased Assets are subject, or (c) result in the creation or imposition of any Encumbrance (other than Permitted Liens) upon any of the Purchased Assets.

Section 5.04. Assets. Except for Permitted Liens, Seller has good and marketable title to, or valid leasehold interests in, all of the Purchased Assets, free and clear of all Encumbrances. The Purchased Assets constitute all of the assets, tangible and intangible, of any nature whatsoever, used or held for use in the Business in the manner presently operated by Seller.

Section 5.05. Capitalization of MDOL Asia. Other than the Shares, the Purchased Assets do not include any equity securities in any entity. The Shares represent all of the issued and outstanding equity securities of MD On-line Asia Technologies Private Limited, a company incorporated under the India Companies Act of 1956 ("MDOL Asia"). On the Closing Date, after giving effect to the transactions contemplated hereby, Buyer and Buyer's designee will, collectively, be the record and beneficial owners and holders of the Shares, free and clear of all Encumbrances (other than the Permitted Liens). There are no outstanding contractual obligations of Seller to repurchase, redeem or otherwise acquire any shares of capital stock, other equity interests or any other securities of MDOL Asia. All of the Shares have been duly authorized and validly issued, and are fully paid and nonassessable.

Section 5.06. No Brokers. No agent, broker, investment banker, financial advisor or other Person is or will be entitled to any brokers' or finder's fee or any other commission or similar fee from Seller or the Business in connection with the transactions contemplated by this Agreement.

Section 5.07. Litigation. Except for the Junk Fax Litigation, as of the date of this Agreement the Seller is not (a) a party to (either as plaintiff or defendant) any litigation, action, suit, proceeding, claim, arbitration or investigation pending or, to Seller's knowledge, threatened in writing, against Seller or (b) subject to any outstanding writ, order, judgment, injunction or decree.

Section 5.08. Intellectual Property.

(a) The Seller is the owner (free and clear of Encumbrances other than non-exclusive licenses) of, or has the right to use, all Purchased Intellectual Property, sufficient for the conduct of the Business as currently conducted taken as a whole. Without limiting the generality of the foregoing, the Seller exclusively owns all Purchased Intellectual Property created or developed by Seller's employees (other than non-assignable moral rights) and owns or has sufficient license rights to Purchased Intellectual Property created or developed by independent contractors in the course of working for Seller, except as would not otherwise be material. The loss of ownership rights to any Purchased Intellectual Property owned by Seller as of the date hereof would not be reasonably expected to have a material adverse effect on the Business. The Seller has taken steps to maintain and protect the Purchased Intellectual Property owned by Seller as determined by Seller in its business judgment exercised in good faith.

(b) As of the date of this Agreement, the Seller is not a party to any suit, action or proceeding which involves a claim of infringement, unauthorized use, or violation of any Purchased Intellectual Property used or owned by any Person against the Seller, or

challenging the ownership, use, validity or enforceability of any Purchased Intellectual Property owned or used by the Seller; office actions in the course of prosecution do not constitute an ownership, validity or enforceability challenge. All of the Purchased Intellectual Property owned by the Seller is presumed both valid and enforceable (assuming registration where required for enforcement), and there have been no written claims made against the Seller asserting the invalidity, misuse or unenforceability of any of the Purchased Intellectual Property owned by the Seller, nor, to the knowledge of the Seller, do any grounds exist for any such claims; office actions in the course of prosecution do not constitute an validity or enforceability claim or grounds for existence of such a claim nor does any prior art disclosed by the Seller in any patent filings. Since January 1, 2012, the Seller has not received any written notices, or has had knowledge, of any facts indicating a reasonable likelihood of any infringement or misappropriation by the Seller with respect to any Purchased Intellectual Property owned by the Seller. To the knowledge of the Seller, since January 1, 2012, the Purchased Intellectual Property owned by the Seller has not been infringed, misappropriated or conflicted by any Person.

(c) The Seller has required the employees and consultants involved in the development of the Seller's products related solely and exclusively to the Business to execute agreements under which such employees or consultants are required to convey to the Seller ownership of all inventions, developments and work product conceived or created by them in the course of their employment and to maintain the confidentiality of all such Intellectual Property and information.

Section 5.09. Operating In Ordinary Course of Business. From August 31, 2014 to the date of this Agreement, the Seller has operated the Business only in the ordinary course of business consistent with past practices.

Section 5.10. Labor and Employment Matters.

(a) The Seller's operation of the Business is in compliance in all material respects with all applicable laws respecting employment and employment practices, terms and conditions of employment, wages and hours, classification of employees, workers' compensation, worker safety or health, overtime, civil rights, discrimination, and immigration.

(b) The Seller is not a party to or otherwise bound by any collective bargaining agreement, contract or other agreement or understanding with a labor union or labor organization in connection with Seller's operation of the Business. The Seller is not subject to, or to the Seller's knowledge, is threatened with any charge, demand, petition or representation proceeding seeking to compel, require or demand it to bargain with any labor union or labor organization or with any labor strike, dispute, walkout, work stoppage, slow-down or lockout involving the Seller in connection with Seller's operation of the Business.

Section 5.11. Acknowledgement. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT OR AS MAY NOT BE DISCLAIMED UNDER APPLICABLE LAW, SELLER HAS NOT MADE AND IS NOT MAKING IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED HEREBY ANY WARRANTIES OR REPRESENTATIONS OF ANY NATURE, WHETHER EXPRESS OR IMPLIED,

REGARDING ANY OF THE PURCHASED ASSETS, OR THE CONDITION OR VALUE THEREOF, AND ALL SUCH ASSETS ARE BEING SOLD, ASSIGNED, TRANSFERRED, CONVEYED AND DELIVERED TO BUYER ON AN "AS IS," "WHERE-IS," AND "WITH ALL FAULTS" BASIS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SELLER HEREBY EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED HEREBY.

**ARTICLE VI.**  
**REPRESENTATIONS AND WARRANTIES OF BUYER**

Buyer hereby represents and warrants to Seller that the statements contained in this Article VI are correct and complete as of the date hereof and as of the Closing Date:

Section 6.01. Organization. Buyer is (i) a limited liability company duly organized, validly existing and in good standing under the Laws of the jurisdiction of its organization, and (ii) duly qualified or registered to conduct business and in good standing under the Laws of each jurisdiction where the nature of Buyer's business requires such qualification or registration, except where the failure to be so qualified would not have a material adverse effect on Buyer's business.

Section 6.02. Authorization. Buyer has all requisite corporate power and authority (a) to make, execute, deliver and perform this Agreement and the other Buyer Transaction Documents and (b) to perform its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. The execution, delivery and performance of this Agreement and the other Buyer Transaction Documents have been duly and validly authorized by all necessary corporate action on the part of Buyer. This Agreement constitutes, and when executed and delivered the other Buyer Transaction Documents will constitute, the valid and legally binding obligation of Buyer, enforceable in accordance with their respective terms, except as such enforceability may be limited by applicable bankruptcy, insolvency and similar Laws affecting creditors' rights generally and general principles of equity (whether considered in equity or at law).

Section 6.03. Non-Contravention. Neither the execution or delivery of this Agreement or any of the other Buyer Transaction Documents by Buyer, nor the consummation by Buyer of the transactions contemplated hereby or thereby, will (a) conflict with or violate any Law or any provision of the certificate of incorporation or the bylaws Buyer, or (b) require the consent, authorization or approval of, or notice to, or filing or registration with, any Person.

Section 6.04. No Brokers. No agent, broker, investment banker, financial advisor or other Person is or will be entitled to any brokers' or finder's fee or any other commission or similar fee from Buyer or any subsidiary of Buyer in connection with the transactions contemplated by this Agreement.

Section 6.05. Acknowledgement EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, IN CONNECTION WITH THE TRANSACTIONS

CONTEMPLATED HEREBY BUYER IS NOT RELYING UPON ANY WARRANTIES OR REPRESENTATIONS OF SELLER OF ANY NATURE, WHETHER EXPRESS OR IMPLIED, REGARDING ANY OF THE PURCHASED ASSETS, OR THE CONDITION OR VALUE THEREOF. BUYER HAS UNDERTAKEN SUCH INVESTIGATION AND HAS BEEN PROVIDED WITH AND HAS EVALUATED SUCH DOCUMENTS AND INFORMATION AS IT HAS DEEMED NECESSARY TO ENABLE IT TO MAKE AN INFORMED AND INTELLIGENT DECISION WITH RESPECT TO THE EXECUTION, DELIVERY AND PERFORMANCE OF THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY. BUYER HAS RECEIVED ALL MATERIALS RELATING TO THE BUSINESS THAT BUYER HAS REQUESTED AND HAS BEEN AFFORDED THE OPPORTUNITY TO OBTAIN ADDITIONAL INFORMATION. SELLER AND ITS REPRESENTATIVES HAVE ANSWERED TO BUYER'S SATISFACTION ALL INQUIRIES THAT BUYER OR ITS REPRESENTATIVES HAVE MADE CONCERNING THE BUSINESS OR OTHERWISE RELATING TO THE TRANSACTIONS CONTEMPLATED HEREBY.

**ARTICLE VII.**  
**COVENANTS OF THE PARTIES**

Section 7.01. Further Assurances. Following the Closing, each Party hereto shall, from time to time, at the request of any other Party hereto and without further cost or expense to the requesting Party, do and perform, or cause to be done and performed, all further acts and things and shall execute and deliver all further agreements, certificates, instruments and documents as any other Party may reasonably request in order to carry out the intent and accomplish the purposes of this Agreement or any of the Transaction Documents and the consummation of the transactions contemplated hereby and thereby, including, (a) in the case of Seller, the execution and delivery of such instruments of conveyance and transfer as are necessary to more effectively evidence the sale, transfer, assignment and delivery of the Purchased Assets and (b) in the case of Buyer, the execution and delivery of such instruments of assumption as are necessary to more effectively evidence the assumption by Buyer of the Assumed Liabilities. Without limiting the foregoing, Seller shall facilitate the assignment of any Assumed Contracts held in the name of any Affiliate of Seller. Following the Closing, in the mutual good faith determination of the Parties, if there are any assets of Seller used solely and exclusively in the operation of the Business as of the Closing Date that were not included as Purchased Assets (the "Omitted Assets"), Seller will promptly take all actions Buyer may reasonably request in order to transfer the Omitted Assets to Buyer, and all such Omitted Assets shall be deemed part of the Purchased Assets.

Section 7.02. Publicity; Disclosure. Except as may be required by Law, no Party may issue any press release or other public announcement relating to the subject matter of this Agreement or the transactions contemplated hereby without the prior approval of the other Party.

Section 7.03. Prior Notice; Third Party Consents.

(a) To the extent that third party consents relating to Assumed Contracts have not been obtained by Seller as of the Closing, Seller shall, during the remaining term of such

Assumed Contracts (the "Non-Assignable Contracts"), to the extent requested by Buyer, use its commercially reasonable efforts to obtain the consent of the applicable third party.

(b) To the extent that any Assumed Contracts require prior notice of assignment (the "Prior Notice Contracts"), Buyer shall give notice of assignment on or before the fifteenth (15<sup>th</sup>) day after the later of the date of Closing or the date upon which Buyer first receives a copy of such Assumed Contract. Notwithstanding anything contained herein to the contrary, such Assumed Contract shall not be deemed assumed by Buyer until such notice has been given and any applicable notice period has run.

(c) Seller shall (i) make the benefit of such Non-Assignable Contracts and Prior Notice Contracts available to Buyer, including appointing Buyer to act as Seller's agent or subcontractor to perform all of Seller's obligations under such Non-Assignable Contracts and Prior Notice Contracts, (ii) collect and remit to Buyer any compensation received by Seller pursuant to the Non-Assignable Contracts and Prior Notice Contracts, and (iii) enforce at the request of Buyer and at the expense and for the account of Buyer, any rights of Seller arising from such Non-Assignable Contracts and Prior Notice Contracts against the other party or parties thereto (including the right to elect or terminate any such Non-Assignable Contracts or Prior Notice Contracts in accordance with the terms thereof).

(d) With respect to any such Non-Assignable Contract as to which the necessary approval or consent for the assignment or transfer to Buyer is obtained following the Closing, Seller shall transfer such Non-Assignable Contract to Buyer by execution and delivery of an instrument of conveyance. With respect to any such Prior Notice Contract, upon the giving of notice and the expiration of any applicable notice period, such Prior Notice Contract shall be deemed assigned hereunder.

Section 7.04. Employee Matters. Effective as of the Closing Date, Buyer shall employ the Employees.

Section 7.05. Tax Matters.

(a) The portion of real and personal property Taxes relating to any of the Purchased Assets ("Property Taxes") for any taxable period which includes, but does not end on, the Closing Date (a "Straddle Period") shall be apportioned between the portion of such taxable period through the end of the Closing Date (the "Pre-Closing Period") and the portion of such taxable period beginning on the day after the Closing Date (the "Post-Closing Period") based on the proportionate number of days for any such Straddle Period that fall within the Pre-Closing Period and the proportionate number of days for any such Straddle Period that fall within the Post-Closing Period. Seller shall pay the portion of any such Straddle Period Property Taxes relating to the Pre-Closing Period and Buyer shall pay the portion of any such Straddle Period Property Taxes relating to the Post-Closing Period. Any refunds or abatements of Property Taxes for a Straddle Period shall be apportioned in the same manner as Property Taxes are apportioned under this Section 7.05(a).

(b) The Transfer Tax Returns (if any) required by reason of the transfer of the Purchased Assets to Buyer shall be timely prepared and filed by the Party primarily or

customarily responsible under applicable Law for filing such Transfer Tax Returns. Buyer and Seller will cooperate in good faith with each other in connection with the preparation and filing of such Tax Returns, in obtaining all available exemptions from such Transfer Taxes, and in timely providing each other with resale certificates and any other documents necessary to satisfy any such exemptions. Buyer shall be liable for any and all Transfer Taxes required to be paid by reason of the transfer of the Purchased Assets and shall pay the amount of such Taxes to Seller if Seller is primarily responsible for filing Transfer Tax returns or paying such Transfer Taxes, or to the relevant Governmental Authority, as the case may be, in a timely manner.

(c) In connection with the preparation of any Tax Returns relating to the Business or the Purchased Assets or for any inquiry, notice, audit or investigation by any Tax authority or any administrative or judicial proceeding relating to the Business or the Purchased Assets, Buyer and Seller shall cooperate fully with each other in a timely manner, providing all records, information and work papers reasonably requested by the other Party, and providing access to employees as reasonably requested. For all matters related to the Business or the Purchased Assets, Buyer and Seller shall cooperate fully in connection with the filing of Tax Returns, the filing of any amended Tax Return for a period prior to (or including) the Closing Date, Tax audits, Tax proceedings or other Tax-related claims, the authorization and execution for any appropriate powers of attorney to accomplish the foregoing, and any payments processes reasonably requested by a Party to pay refunds owed to it. Such cooperation shall include, upon the other Party's request, providing records and information that are reasonably relevant to any such matters, making employees available on a mutually convenient basis to provide additional information and explaining any materials provided pursuant to this paragraph. Neither Buyer or Seller nor any of their Affiliates shall destroy or dispose of any Tax work papers, schedules or other materials and documents supporting Tax returns of the Seller or related to the Business for Pre-Closing Tax Periods or any Straddle Period until the tenth (10th) anniversary of the Closing Date, without the prior written consent of the other Party. Seller further agrees to keep Buyer reasonably informed of all material developments related to any Tax matters of the Business or related to the Purchased Assets, shall provide copies of any and all correspondence related to any such Tax proceeding, notice, audit or investigation, and shall provide Buyer with the opportunity to attend conferences with the relevant Tax authority and to participate in such Tax proceeding, investigation, audit or notice.

Section 7.06. Refunds and Remittances. After the Closing, if Seller or any of its Affiliates receives any refund or other amount which is a Purchased Asset or is otherwise properly due and owing to Buyer in accordance with the terms of this Agreement or the Transaction Documents, Seller promptly shall remit, or shall cause to be remitted, such amount to Buyer at the address set forth in Section 9.08. After the Closing, if Buyer or any of its Affiliates receives any refund or other amount which is an Excluded Asset or is otherwise properly due and owing to Seller in accordance with the terms of this Agreement or the Transaction Documents, Buyer promptly shall remit, or shall cause to be remitted, such amount to Seller at the address set forth in Section 9.08. Without limiting the foregoing, for a period of ninety (90) days following the Closing Date, the parties shall cooperate in good faith to ensure that to the extent that Seller receives an invoice from a vendor or supplier relating to Buyer's operation of the Business, Seller shall use commercially reasonable efforts to promptly (i) submit a copy of such invoice to Buyer, indicating which charges relate to Buyer's operation of the Business, and (ii) make a payment to such vendor or supplier in the full amount of such invoice.

Following Buyer's receipt of a copy of such invoice, Buyer shall reimburse Seller for the amount indicated on such invoice relating to Buyer's operation of the Business. Any payments required to be made by a Party pursuant to this Section 7.06 shall be made within five (5) Business Days to the applicable payee in cash by wire transfer of immediately available funds to an account designated in writing by the applicable payee.

Section 7.07. Transition Period. During the period commencing after the Closing and ending on the date that is sixty (60) days following the Closing Date (the "Transition Period"), Seller shall use commercially reasonable efforts to assist Buyer in facilitating Buyer's relocation, or replication, as appropriate, of the Purchased Assets to Buyer's sole dominion and control and resulting in Buyer's ability to operate the Business without any further assistance from Seller, at which point the Purchased Assets will be deemed fully "delivered" to Buyer. During the Transition Period if any further action is necessary or desirable to facilitate the "delivery" of the Purchased Assets or to ensure an orderly transition and transfer of the Purchased Assets, the Parties (or as applicable, their directors, officers, employees, consultants and agents) shall engage in good faith discussions regarding any further action or agreement as may be reasonable in the context thereof. During the Transition Period and without further consideration, Buyer shall have non-exclusive access to a database of prospective customers of Seller relating to the Business, with whom Seller has been in active correspondence prior to the date hereof.

Section 7.08. Post-Closing Clearinghouse Agreement. As promptly as is reasonably practical after the Closing, Buyer and Seller shall negotiate in good faith the terms of an agreement whereby Buyer shall obtain certain claims and EDI transaction services exclusively from Seller in connection with Buyer's operation of the Business following the Closing.

Section 7.09. Confidentiality. After the Closing each Party shall hold in strict confidence, and shall cause each of its Affiliates to hold in strict confidence any Confidential Information such Party has obtained in connection herewith or otherwise relating to the Business; except to the extent such information (A) is or becomes a matter of public knowledge through no fault of such Party, (B) is disclosed to such Party by a third party without a duty of confidentiality on the part of such third party, (C) is disclosed by such Party with the prior written consent of the other Parties, or (D) is required to be disclosed by rule, regulation, law, or order, or the filing of any necessary Tax Returns.

## ARTICLE VIII. SURVIVAL; LIMITATION OF LIABILITY

Section 8.01. Survival. The covenants and agreements of the Parties contained in this Agreement or in any certificate, agreement or other writing delivered pursuant hereto or in connection herewith shall survive the Closing indefinitely or until fully performed. The representations and warranties contained in or made pursuant to this Agreement or in any certificate, agreement or other writing delivered pursuant hereto or in connection herewith shall survive the Closing until the one year anniversary of the consummation of the transactions contemplated by the Merger Agreement, except in the case of fraud, where the applicable statute of limitations shall apply.



Section 8.02. Indemnification of Buyer. Subject to the provisions of this Article VIII, Buyer shall have the right to be indemnified by Seller for Losses arising out of or relating to any breach of any covenant, representation, warranty or agreement made by Seller under this Agreement or in any certificate, agreement or other writing delivered pursuant hereto or in connection herewith, as set forth in this Article VIII. Notwithstanding anything contained herein to the contrary, in no event (other than in the case of fraud) shall Buyer's right to receive indemnification pursuant to this Article VIII exceed Five Hundred Fifty Thousand Dollars (\$550,000) in the aggregate (the "Cap").

Section 8.03. Calculation of Losses.

(a) The amount that Buyer is or may be permitted to recover pursuant to this Article VIII, shall be reduced (retroactively or prospectively) by any insurance proceeds by or on behalf of Buyer in respect of the related Losses.

(b) Notwithstanding anything to the contrary contained in this Agreement, no Party shall, in any event, be liable to any other Person for any consequential, special or punitive damages of such other Person, including loss of future revenue, income or profits or loss of business reputation or opportunity relating to the breach or alleged breach hereof.

Section 8.04. Mitigation of Losses. Buyer shall take all commercially reasonable steps to mitigate any Losses upon becoming aware of any event which would reasonably be expected to give rise thereto.

Section 8.05. Payment. A claim for indemnification under this Article VIII shall be deemed finally determined and conclusive and binding on the Parties upon the occurrence of any of the following (each, a "Final Obligation to Indemnify"): (a) Seller agrees to the validity of such claim in writing; (b) upon the earlier of: (i) 90 days after any final, judgment or award by a court of competent jurisdiction; or (ii) 30 days after the entry of any final, judgment or award by a court of competent jurisdiction; or (c) full execution of a binding settlement agreement with respect to such claim. Subject to the limitations on indemnification set forth in this Article VIII, Seller shall be required to pay all of the sums so owing in respect of such Final Obligation to Indemnify to Buyer by wire transfer of immediately available funds to an account designated by Buyer within ten (10) Business Days after such final determination.

Section 8.06. Set-Off Right. If Seller is obligated to indemnify Buyer under this Article VIII pursuant to a Final Obligation to Indemnify and fails to satisfy the full amount of Seller's obligation to indemnify for such Losses in cash within the time period set forth in Section 8.05, then Buyer will be entitled to exercise rights of set-off against any amounts due and payable by Buyer to Seller arising under the Note, up to the amount of the Cap.

Section 8.07. Exclusive Remedies. NOTWITHSTANDING ANYTHING ELSE HEREIN TO THE CONTRARY, THE INDEMNIFICATION PROVISIONS CONTAINED IN THIS ARTICLE VIII SHALL CONSTITUTE THE SOLE AND EXCLUSIVE RECOURSE AND REMEDY OF BUYER FOR MONETARY DAMAGES HEREUNDER, INCLUDING WITHOUT LIMITATION WITH RESPECT TO ANY BREACH OF ANY OF THE REPRESENTATIONS, WARRANTIES, COVENANTS OR AGREEMENTS CONTAINED IN

THIS AGREEMENT OR IN ANY CERTIFICATE, AGREEMENT OR OTHER WRITING DELIVERED PURSUANT HERETO OR IN CONNECTION HEREWITH.

**ARTICLE IX.**  
**MISCELLANEOUS**

Section 9.01. Expenses. Each of the Parties shall bear its expenses incurred or to be incurred in connection with the execution and delivery of this Agreement and the consummation of the transactions contemplated by this Agreement and the other Transaction Documents.

Section 9.02. No Assignment. The rights and obligations of the Parties under this Agreement may not be assigned without the prior written consent of both of the Parties.

Section 9.03. Headings. The headings contained in this Agreement are included for purposes of convenience only, and will not affect the meaning or interpretation of this Agreement.

Section 9.04. Entire Agreement, Integration, Modification and Waiver. This Agreement (including all Exhibits and Schedules attached hereto which are hereby incorporated herein and made a part of this Agreement as if set forth in full herein), together with the other Transaction Documents and the certificates or other instruments or letter agreements delivered hereunder or thereunder, constitutes the entire agreement among the Parties with respect to the subject matter hereof and supersedes all prior understandings of the Parties with respect to the subject matter hereof. No supplement, modification or amendment of this Agreement will be binding unless executed in writing by Buyer and Seller. No waiver of any of the provisions of this Agreement will be deemed to be or shall constitute a continuing waiver. No waiver will be binding unless executed in writing by the Party making the waiver.

Section 9.05. Construction. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement must be construed as if drafted jointly by the Parties and no presumption or burden of proof will arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement. Any reference to any federal, state, local or foreign statute or Law will be deemed also to refer to all rules and regulations promulgated under such Law, unless the context requires otherwise. Whenever the words "include," "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation," whether or not they are in fact followed by those words or words of like import. Terms defined in the singular shall include the plural and vice versa. The words "hereof," "herein" and "hereunder" and words of like import used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. References to Articles, Sections, Exhibits and Schedules are to Articles, Sections, Exhibits and Schedules of this Agreement unless otherwise specified.

Section 9.06. Severability. If any provision of this Agreement or the application of any provision of this Agreement to any Party or circumstance is, to any extent, adjudged invalid or unenforceable, the application of the remainder of such provision to such Party or circumstance,

the application of such provision to other parties or circumstances, and the application of the remainder of this Agreement will not be affected thereby.

Section 9.07. No Third Party Beneficiaries. This Agreement will not confer any rights or remedies upon any Person other than the Parties and their respective successors and permitted assigns.

Section 9.08. Notices. All notices and other communications required or permitted under this Agreement must be in writing and will be deemed to have been duly given when delivered in person, by facsimile (with acknowledgment of complete transmission), one (1) Business Day after having been dispatched by a nationally recognized overnight courier service or three (3) Business Days after having been deposited, postage prepaid, certified or registered mail, return receipt requested, in the United States mail, or nationally-recognized overnight courier, to the appropriate Party at the address specified below:

If to Seller, to:

M.D. On-Line, Inc.  
c/o ABILITY Network Inc.  
Butler Square  
100 6th St, North, Suite 900A  
Minneapolis, MN 55403  
Attention: Mark R. Briggs, Chief Executive Officer  
Telephone: 612-277-3903  
Facsimile: 612-460-4344  
Email: Mark.Briggs@ABILITYnetwork.com

with a copy (which shall not constitute notice) to:

Nixon Peabody LLP  
100 Summer Street  
Boston, MA 02110  
Attn: Richard M. Stein, Esq.  
Telephone: (617) 345-6193  
Facsimile: (866) 382-6139  
Email: rstein@nixonpeabody.com

If to Buyer, to:

InSync Healthcare Solutions, LLC  
8408 Benjamin Road  
Tampa, FL 33634  
Attn: David Weathers, President  
Telephone: (888) 414-5121  
Facsimile: (813) 200-3625  
Email: david.weathers@vitalz.com

with a copy (which shall not constitute notice) to:

Bingham Greenebaum Doll LLP  
10 West Market Street  
2700 Market Tower  
Indianapolis, IN 46204  
Attn: Matthew T. Troyer, Esq.  
Telephone: (317) 968-5419  
Facsimile: (317) 236-9907  
Email: mtroyer@bgdlegal.com

Any Party may change its address for the purposes of this Section 9.08 by giving notice as provided in this Agreement.

Section 9.09. Governing Law. This Agreement will be governed by and construed and enforced in accordance with the Laws of the State of New Jersey without regard to principles of conflicts of Law.

Section 9.10. Maintenance of and Access to Records. Buyer shall preserve and keep all pre-Closing records of Seller in its possession for the period required by applicable Law. Seller shall preserve the records held by Seller relating to the Business in accordance with its records retention policy; provided, that, if such policy would result in Seller's destruction or termination of any such records held by Seller and relating to the Business prior to the period required to be retained under applicable Law, Seller shall transfer such records to Buyer rather than destroy them. Buyer and Seller shall each make such records and personnel available to the other as may be reasonably required in connection with, among other things, any insurance claims by, legal proceedings against (other than legal proceedings by Seller against Buyer or vice versa) or governmental investigations involving, Seller or Buyer or any of their Affiliates or in order to enable Seller or Buyer to comply with their respective obligations under this Agreement and the Transaction Documents.

Section 9.11. Counterparts and Electronic Signatures. This Agreement may be executed in one or more counterparts, and counterparts may be exchanged by electronic transmission (including the e-mail delivery of documents in Adobe PDF format), each of which will be deemed an original, but all of which together constitute one and the same instrument.

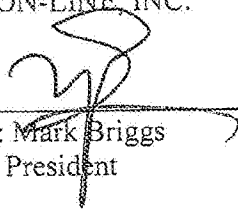
Section 9.12. Jurisdiction. Each of the Parties hereby irrevocably and unconditionally submits, for itself and/or its property, to the exclusive jurisdiction of any New Jersey state court or federal court of the United States of America located in the state of New Jersey, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement or for recognition or enforcement of any judgment, and each of the Parties hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in any such New Jersey state court or, to the extent permitted by law, in such federal court. Each of the Parties agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law.

*[Signatures on the following page]*

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

**SELLER:**

M.D. ON-LINE, INC.

By:   
Name: Mark Briggs  
Title: President

**BUYER:**

INSYNC HEALTHCARE SOLUTIONS, LLC

By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

SELLER:

M.D. ON-LINE, INC.

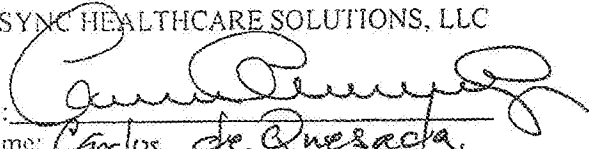
By: \_\_\_\_\_

Name: Mark Briggs

Title: President

BUYER:

INSYNC HEALTHCARE SOLUTIONS, LLC

By: 

Name: Carlos de Quesada

Title: CEO & President

{Signature Page to Asset Purchase Agreement}