900365390 05/23/2016

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM385255

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900364755

# **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Comprehensive Neuroscience, Inc.		02/01/2009	Corporation: DELAWARE

## **RECEIVING PARTY DATA**

Name:	Care Management Technologies, LLC	
Street Address:	808 Aviation Parkway, Suite 700	
City:	Morrisville	
State/Country:	NORTH CAROLINA	
Postal Code:	27560	
Entity Type:	Limited Liability Company: DELAWARE	

#### **PROPERTY NUMBERS Total: 12**

Property Type	Number	Word Mark
Registration Number:	4085312	CARE MANAGEMENT TECHNOLOGIES
Registration Number:	4092421	CARE MANAGEMENT TECHNOLOGIES
Registration Number:	4092420	CARE MANAGEMENT TECHNOLOGIES
Registration Number:	4092419	CARE MANAGEMENT TECHNOLOGIES
Registration Number:	4092418	CARE MANAGEMENT TECHNOLOGIES
Registration Number:	4094744	CARE MANAGEMENT TECHNOLOGIES
Registration Number:	4148249	QUALITY INDICATORS
Registration Number:	4148248	QUALITY INDICATORS
Registration Number:	4047437	QUALITY INDICATORS
Registration Number:	4047436	QUALITY INDICATORS
Registration Number:	4130159	BEHAVIORAL PHARMACY MANAGEMENT
Registration Number:	4156144	BEHAVIORAL PHARMACY MANAGEMENT

## **CORRESPONDENCE DATA**

**Fax Number:** 5182070519

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.

Phone: 7574312020

Email: plitwak@mac.com

TRADEMARK\_\_\_

900365390 REEL: 005796 FRAME: 0704

Correspondent Name: Paul Litwak

Address Line 1: 7 Cherry Tree Lane

Address Line 4: Wilton, NEW YORK 12831

NAME OF SUBMITTER: PAUL LITWAK

SIGNATURE: /PAUL LITWAK/

**DATE SIGNED:** 05/23/2016

**Total Attachments: 5** 

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### COPYRIGHT ASSIGNMENT AND TRANSFER

In consideration of the payment by ASSIGNEE to ASSIGNOR of the consideration identified in the CMT Contribution Agreement by and among Assignor, Assignee and other parties thereto, dated of even date herewith (the "CMT Contribution Agreement"), the receipt of which is hereby acknowledged, and for other good and valuable consideration.

ASSIGNOR:

Comprehensive Neuroscience, Inc.

hereby irrevocably sells, assigns, conveys and transfers to

ASSIGNEE:

Care Management Technologies, LLC

and its successors, assigns and legal representatives, the entire worldwide right, title and interest in and to any designs, technical documentation, software, drawings, audio-visual works, printed and electronic materials, and any other works of authorship owned by Assignor that relate exclusively to CNS' Care Management Technologies business (the "CMT Business"), including any derivative works thereof and any copyright applications or registrations therefor, including but not limited to the materials identified in Schedule 1.1(b)(ii)(C) of the CMT Contribution Agreement, together with all future rights to sue for infringement of any rights to any of the foregoing. This assignment and transfer will be carried out, effective as of February 1, 2009, in conjunction with the closing of the transaction described in the CMT Contribution Agreement.

ASSIGNOR agrees that ASSIGNOR will execute, without further consideration, such further instruments and documents as are or may be necessary or convenient to effectuate and carry out this assignment and transfer.

ASSIGNOR agrees to the terms recited herein as evidenced by the signature of ASSIGNOR'S duly authorized representative.

Effective Date: February 1, 2009

Comprehensive Neuroscience, Inc.

Ву: \_\_\_\_

Name: John I Wechsler

Its: President and Chief Executive Officer

# TRADEMARK ASSIGNMENT AND TRANSFER

In consideration of the payment by ASSIGNEE to ASSIGNOR of the consideration identified in the CMT Contribution Agreement by and among Assignor, Assignee and other parties thereto, dated of even date herewith (the "CMT Contribution Agreement"), the receipt of which is hereby acknowledged, and for other good and valuable consideration.

ASSIGNOR:

Comprehensive Neuroscience, Inc.

hereby irrevocably sells, assigns, conveys and transfers to

ASSIGNEE:

Care Management Technologies, LLC

and its successors, assigns and legal representatives, the entire rights, title and interests in and to all trademarks, trademark applications, service marks, trade names, and the like (the "Marks") that relate exclusively to CNS' Care Management Technologies business (the "CMT Business"), including but not limited to the marks described in Schedule 1.1(b)(ii)(C) of the CMT Contribution Agreement, and the registrations thereof together with the goodwill of the business in connection with which such Marks are used for the United States, and its territorial possessions, and for all countries foreign to the United States. This assignment and transfer will be carried out, effective as of February 1, 2009, in conjunction with the closing of the transaction described in the CMT Contribution Agreement.

As to all of the Marks, the Director of the U.S. Patent and Trademark Office is requested to issue the Certificate of Registration to ASSIGNEE.

ASSIGNOR agrees that ASSIGNOR will execute, without further consideration, such further instruments and documents as are or may be necessary or convenient to effectuate and carry out this assignment and transfer.

ASSIGNOR agrees to the terms recited herein as evidenced by the signature of ASSIGNOR'S duly authorized representative.

Effective Date: February 1, 2009

Comprehensive Neuroscience, Inc.

Ву: \_

Namé: John I. Wechsler

Its:

President and Chief Executive Officer

ASSIGNMENT

WHEREAS, Comprehensive Neuroscience, Inc., a corporation duly organized under the

laws of the State of Delaware, having its principal office and place of business at 21

Bloomingdale Road, White Plains, New York 10605 U.S.A. (hereinafter referred to as

"Assignor"), is the inventor of a certain new and useful invention relating to a SYSTEM AND

METHOD FOR TARGETED INTERVENTIONS OF PHYSICIAN PRESCRIPTION

PRACTICES BASED ON DEVIATIONS FROM EXPERT GUIDELINES for which

application for Letters Patent has been made as U.S. Application No. 09/968,726 (the

"Application"); and

WHEREAS, Assignor is the owner and in full possession of the entire right, title and

interest in and to said invention and in and to any and all Letters Patent that may be granted

therefor; and

WHEREAS, Care Management Technologies, LLC, a limited liability company duly

organized under the laws of the State of Delaware, (hereinafter referred to as "Assignee"),

having its principal office and place of business at 21 Bloomingdale Road, White Plains, New

York 10605 U.S.A., is desirous of acquiring the entire right, title and interest in and to said

invention and in and to any and all Letters Patent that may be granted therefor; and

NOW, THEREFORE, for and in consideration of the sum of One Dollar (U.S. \$1.00) and

other valuable considerations to Assignor paid by said Assignee, receipt of which is hereby

acknowledged. Assignor does hereby sell, assign and transfer unto said Assignee, the entire

right, title and interest in and to said invention and in and to any and all Letters Patent, both

United States and foreign, that may be granted therefor, together with any and all continuations,

divisions, or reissues, and Assignor does hereby authorize and request the United States

Commissioner of Patents and Trademarks to issue in accordance with this Assignment any and

all Letters Patent that may be granted, either on said application or otherwise for said invention

1 of 3

to Care Management Technologies, LLC as the Assignee of the entire right, title and interest in and to the same, for sole use and benefit of Care Management Technologies, LLC, its successors or assigns.

This Assignment is effective as of February 1, 2009.

IN WITNESS WHEREOF, Assign	nor has hereunto set its hand and seal.
	COMPREHENSIVE NEUROSCIENCE, INC.
Dated: 4/22/09	By:  John I. Wechsler  President and Chief Executive Officer
OUT: A 17177	r restaent and Cinga Executive Officer
STATE OF NEW YORK  COUNTY OF WESTCHESTER	) ss

On this 22<sup>nd</sup> day of April, 2009, before me, the undersigned, a Notary Public within and for the County and State aforesaid, personally appeared John I. Wechsler, to me known to be the person described in and who executed the foregoing instrument as President and Chief Executive Officer of Comprehensive Neuroscience, Inc., and acknowledged that he executed the same on behalf of Comprehensive Neuroscience, Inc. as his free act and deed.

In Witness Whereof, I have hereunto attached my hand and notarial seal, at the County and State aforesaid on the day and year last above written.

Unityphn P. Oulands Notary Publik

My Commission Expires:
CHRISTOPHER P. ORLANDO
NOTARY PUBLIC-STATE OF NEW YORK
NO. 02086152082

Qualified in Westchester County My Commission Expires August 28, 2010 IN WITNESS WHEREOF, Assignor has hereunto set his hand and seal.

Dated: 4/22/09	CARE MANAGEMENT TECHNOLOGIES, LLC  Assignee  Joseph O'Hara  Vice President and Chief Operating Officer
On this 22 day of April, 2 for the County and State aforesaid, person described in and who execut Operating Officer of Care Management the same on behalf of Care Management	on Technologies, LLC as his free act and deed.
My Commission Expires:  CHRISTOPHER P. ORLANDO  NOTABY PUBLIC-STATE OF NEW YORK  No. 020R6152082  Qualified in Westchester County  My Commission Expires August 28, 2010	