

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM391401

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900369003		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
National Research Corporation		12/21/2015	Corporation: WISCONSIN
RECEIVING PARTY DATA			
Name:	ABILITY Network Inc.		
Street Address:	100 N. 6th Street, Suite 900A		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55403		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2187811	OCS	
Registration Number:	2187825	OCS-OASIS	
Registration Number:	3562970	HOME CARE ELITE	
Serial Number:	86702715	HOMECARE ELITE	
CORRESPONDENCE DATA			
Fax Number:	8139843070		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	813-984-3063		
Email:	trademarks@tlolawfirm.com		
Correspondent Name:	James B. Lake		
Address Line 1:	601 S. Boulevard		
Address Line 4:	Tampa, FLORIDA 33606		
ATTORNEY DOCKET NUMBER:	573-1		
NAME OF SUBMITTER:	James B. Lake		
SIGNATURE:	/james b lake/		
DATE SIGNED:	07/14/2016		
Total Attachments: 7			

source=Assignment document#page1.tif
source=Assignment document#page2.tif
source=Assignment document#page3.tif
source=Assignment document#page4.tif
source=Assignment document#page5.tif
source=Assignment document#page6.tif
source=Assignment document#page7.tif

BUSINESS INTELLECTUAL PROPERTY ASSIGNMENT

This Business Intellectual Property Assignment (this "Assignment") is made as of December 21, 2015 by National Research Corporation, a Wisconsin corporation (the "Seller"), in favor of ABILITY Network Inc., a Delaware corporation (the "Buyer").

RECITALS

- A. The Seller and the Buyer have entered into that certain Asset Purchase Agreement dated as of November 20, 2015, as amended on December 4, 2015 (the "Purchase Agreement");
- B. Pursuant to the terms of the Purchase Agreement, the Seller desires to sell, assign, transfer, convey and deliver to the Buyer all of the Seller's right, title and interest in and to the Acquired Business Intellectual Property, including, without limitation, the Acquired Business Intellectual Property set forth on Exhibit A attached hereto, together with all goodwill associated with such Acquired Business Intellectual Property; and
- C. Capitalized terms used herein but not otherwise defined shall have the respective meanings given to such terms in the Purchase Agreement.

AGREEMENT

NOW, THEREFORE, in consideration for entering into the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Seller hereby agrees as follows:

1. Assignment. The Seller hereby sells, assigns, transfers, conveys and delivers to the Buyer all of the Seller's right, title and interest, worldwide, in and to the Acquired Business Intellectual Property, including, without limitation, the Acquired Business Intellectual Property set forth on Exhibit A attached hereto, all common law rights therein, all applications to register and registrations therefor, any renewals and extensions thereof, and in and to all works based upon, derived from, or incorporating the Acquired Business Intellectual Property, together with all goodwill associated therewith, and in and to all income, royalties, damages, claims, and payments now or hereafter due or payable with respect thereto, and in and to all causes of action, either in law or in equity for past, present, or future infringement of the Acquired Business Intellectual Property with the right to sue for and collect the same, for its own use and benefit, and for the use and on behalf of its successors, assigns and other legal representatives.

2. Purpose. The purpose of this Assignment is merely to provide documentation suitable to record and otherwise implement a portion of the terms and conditions of the Purchase Agreement. This Assignment is not intended to and shall not convey any right, title or interest in the Acquired Business Intellectual Property except as provided in the Purchase Agreement.

3. Purchase Agreement Controls. To the extent that any terms and provisions of this Assignment are in any way inconsistent with or conflict with any terms, condition or provision of the Purchase Agreement, the Purchase Agreement shall govern and control.

4. Successors and Assigns. The provisions of this Assignment shall inure to the benefit of, and shall be binding upon, the parties hereto, and their respective heirs, personal representatives, successors, successors-in-trust and assigns.

5. Governing Law. This Assignment shall be construed in accordance with, and the rights of the parties hereunder shall be governed by, the laws of the State of Delaware without regard to the conflict of law principles thereof.

6. Facsimile Execution. An executed counterpart of this Assignment transmitted and received by PDF or other electronic delivery shall be deemed for all purposes to be an original, executed original hereof.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the undersigned, being duly authorized, has caused this Business Intellectual Property Assignment to be executed effective as of the date first above written.

SELLER:

NATIONAL RESEARCH
CORPORATION

By: Kevin R. Karas
Name: Kevin R. Karas
Title: Senior Vice President Finance, Chief
Financial Officer, Treasurer and
Secretary

BUYER:

ABILITY NETWORK INC.

By: _____
Name:
Title:

[Signature Page to Business Intellectual Property Assignment]

TRADEMARK
REEL: 005823 FRAME: 0694

IN WITNESS WHEREOF, the undersigned, being duly authorized, has caused this Business Intellectual Property Assignment to be executed effective as of the date first above written.

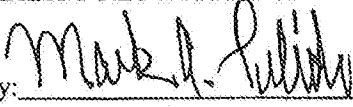
SELLER:

NATIONAL RESEARCH CORPORATION

By: _____
Name:
Title:

BUYER:

ABILITY NETWORK INC.

By:  _____
Name: Mark Pulido
Title: Chief Executive Officer

[Signature Page to Business Intellectual Property Assignment]

TRADEMARK
REEL: 005823 FRAME: 0695

Exhibit A

Acquired Business Intellectual Property

Registered Intellectual Property

1. United States trademark registration: "HOME CARE ELITE" design, registration number 3562970.
2. All of the following registered Trademarks: ^{a)}

MARK	Serial	Registration	Filing Date	Registration Date
OCS	75372706	2187811	10/14/1997	09/08/1998
OCS-OASIS	75373675	2187825	10/15/1997	09/18/1998
HOME CARE ELITE ^{b)}	77020140	3562970	10/12/2006	01/20/2009

- a. The above trademarks were assigned to Seller from Outcome Concept Systems, Inc. with a recordation date of March 29, 2012.
- b. The "HOME CARE ELITE" trademark expired July 20, 2015. A new "HOME CARE ELITE" trademark application to reflect the current usage of the mark was filed on July 20, 2015. Seller will transfer the rights to trademark application number 86702715 to Buyer.

Unregistered Intellectual Property

3. United States trademark registration: "OUTCOME CONCEPT SYSTEMS," registration number 2252762. Not renewed; the Patent and Trademark Office objected to the specimen provided with the application for renewal by Outcome Concept Systems, Inc., who decided not to renew.
4. Outcome Concept Systems, Inc. filed a provisional patent application (serial number 61/261,648) on November 16, 2009, directed to "Integrated Healthcare Quality Measurements and Indices." The application expired on November 16, 2010.
5. Unregistered trademarks: "OCS HomeCare" and "Peer Forum."
6. All of the following Proprietary Business Software and Business Trade Secrets related thereto:
 - a. SmartLink Extractor Service – Proprietary Business Software which automatically reads data in the client's clinical application or EMR vendor database and creates a file of such data to be uploaded by the SmartLink Transfer Service for OASIS file processing.

- b. Amedisys SSO. The OCS Connection website is accessible only by Amedisys using their ADFS server for user authentication. This software allows an Amedisys user to access the site through their network credentials.
- c. ICD-10 OASIS-C1. CMS compliance requirements for OASIS and diagnostic data. OASIS-C1 implemented a new data format and modified the patient assessment question sets. ICD-10 is the International Classification of Diseases, 10th Revision. OASIS-C1 went into effect January 1, 2015. ICD-10 went into effect October 1, 2015.
- d. Hospice Item S. CMS patient assessment set for hospice care. Data is consumed and then processed for hospice reporting.
- e. Predictive Analytics Reveal Platform. This was a project started to refresh the data visualizations and reports provided as part of the OCS product. This project was in wireframe development at the time the acquisition was initiated and was paused at that time.
- f. Proprietary source code related to the processing and structuring of the public data sets. The proprietary source code provides benchmarking and business intelligence to home health care agencies, hospices and other service providers involved in the home health care industry using the OASIS public data sets. The OCS tools keep tabs on how patients do and help show how similar organizations are faring in the quality of their patient care.

7. Trade name: Outcome Concept Systems.

8. All of the following products:

Product Name	Group	Description
HC Elite Analysis Report	Traditional Analytics	This report highlights an agency's scores within the five HomeCare Elite performance measures: Quality of Care, Quality Improvement and Consistency, Patient Experience (HHCAHPS), Process of Care Measures, and Financial Performance.
Health Analytics Retainer	Traditional Analytics	Yearly fee paid by agencies for either regularly produced or on-demand custom analytics
HIP Operational	HIP	HIP is an online, real-time reporting tool for home health information for clinical management with patient-level insight
HIP Operational HIP Strategic	HIP	HIP is an online, real-time reporting tool for home health information for clinical management and strategic benchmarks
HIP Strategic	HIP	HIP is an online, real-time reporting tool for home health information for strategic benchmarks
Hospice Quality Report	Hospice	The OCS Hospice Quality Report provides access to data to allow for a successful QAPI program and allows users to address specific areas for improvement. QAPI = Quality Assurance Performance Improvement.
Hospitalization Insights	HIP	Hospitalization Insights is a package of reports and dashboards that inform home health agencies about hospitalization rates, performance relative to their peers, and key opportunities for improvement.
PatientView Toolkit	HIP	Proprietary PatientView predictive modeling tool packaged as a DLL which can be embedded in EHR application for real-time, patient-level risk assessment of emergent care and rehospitalization at the point of care
Risk Profile Analysis	HIP	Reports that help agencies understand and manage their risk of audits

Product Name	Group	Description
Verification Toolkit	HIP	OASIS verifications / edits packaged as a DLL which can be embedded in EHR application for real-time identification of OASIS assessment errors and warnings at the point of care
Groupier Toolkit	HIP	Produces PPS information—such as case weight, clinical and functional points, HHRGs, and HIPPS codes—from an OASIS assessment in CMS format

Business License Agreements

The following is list of Acquired Business Intellectual Property that is not owned by Seller, but is used by the Seller solely and exclusively in connection with the operation of the Business:

1. Home Health Claims Dataset*
2. Home Health Cost Requirement Database*
3. Home Health Compare Dataset*

* Data available from free and publicly available information sources that do not require a Business Contract relating to the use of such Acquired Business Intellectual Property.