

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM389515

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Source Medical Solutions, Inc.		05/11/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Change Encircle, LLC		
Street Address:	3055 Lebanon Pike		
Internal Address:	Suite 1000		
City:	Nashville		
State/Country:	TENNESSEE		
Postal Code:	37214		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3783923	ENCIRCLE HEALTHCARE	
CORRESPONDENCE DATA			
Fax Number:	6152482954		
<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:	615-742-7944		
Email:	trademarks@bassberry.com		
Correspondent Name:	Martha B. Allard		
Address Line 1:	150 3rd Ave. S.		
Address Line 2:	Suite 2800		
Address Line 4:	Nashville, TENNESSEE 37201		
ATTORNEY DOCKET NUMBER:	115992-375		
NAME OF SUBMITTER:	Martha B. Allard		
SIGNATURE:	/Martha B. Allard/		
DATE SIGNED:	06/28/2016		
Total Attachments: 5			
source=encircle healthcare assignment#page1.tif			
source=encircle healthcare assignment#page2.tif			
source=encircle healthcare assignment#page3.tif			

CH \$40.00 3783923

source=encircle healthcare assignment#page4.tif
source=encircle healthcare assignment#page5.tif

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of May 11, 2016 (the "Effective Date"), by and among Source Medical Solutions, Inc. ("Assignor"), and Change Encircle, LLC ("Assignee"). Assignor and Assignee are referred to herein individually as "Party" and collectively as "Parties."

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement of even date herewith by and among Assignor, Assignee and the other parties thereto (the "Purchase Agreement"); and

WHEREAS, Assignor owns all rights, title and interest in and to the trademarks, service marks, and logos identified on Schedule 1, attached hereto and incorporated by this reference (hereinafter referred to as the "Marks"); and

WHEREAS, in connection with the Purchase Agreement, the Parties desire to enter into this Assignment for the purposes of assigning all of Assignor's rights, title and interests in the Marks and all goodwill related to or symbolized by such Marks from Assignor to Assignee and record such assignment with the United States Patent and Trademark Office and any relevant non-U.S. patent and trademark offices.

NOW, THEREFORE, in consideration of the Parties' agreements set forth in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Parties hereby agrees as follows:

1. Assignor hereby transfers, conveys, assigns, sets over and delivers to Assignee, and Assignee hereby accepts, all rights, title, and interests in and to the Marks, throughout the world, together with the goodwill of the business symbolized by the Marks, including without limitation, any extensions and renewals of the Marks, any and all causes of action and other rights assertable under the Marks, the right to sue third parties for past, present and future infringement of or improper activities regarding the Marks, the right to assume any licenses connected with the Marks, and the right to enjoy all of the monetary benefits obtained as a result of any litigation, the same to be held and enjoyed by Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

2. At any time on or after the Effective Date, Assignor agrees to execute and deliver all such transfers, assignments, conveyances and assurances and take or cause to be taken such further actions as may reasonably be requested by the Assignee to obtain the full benefit of this Assignment. Assignor further covenants that Assignee will, upon request and without further consideration, be provided promptly with all pertinent facts, documents and specimens relating to the Marks and all legal equivalents as may be known or accessible to Assignor. If Assignee is unable for any reason whatsoever to secure Assignor's signature to any document necessary to give effect to the assignment of the Marks to Assignee hereunder, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents, as its agents and attorneys-in-fact with full power of substitution to act for and on its behalf and instead of Assignor, to execute and file any such document or documents and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by Assignor.

3. Assignor acknowledges that Assignor shall have no right to receive any royalty, fee or other share of income or revenue that may be received by Assignee from the use, sale, license, publication, distribution or any other transfer or exploitation of the Marks.

4. If any term, provision, covenant or condition of this Assignment, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Assignment and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.

5. This Assignment (together with the Purchase Agreement and the other agreements incorporated thereby) constitutes the entire agreement of the Parties and supersedes all prior and contemporaneous agreements and understandings (including term sheets), both written and oral, between the Parties, or either of them, with respect to the subject matter hereof. This Assignment may be amended, modified or supplemented only by a written agreement signed by Assignor and Assignee.

6. This Assignment is absolute, exclusive and irrevocable.

7. In the event of any dispute under this Assignment, this Assignment will be construed and enforced in accordance with the laws of the State of Delaware, without regard to its conflict of law principles.

8. This Assignment may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Assignment and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Assignment and of signature pages by facsimile, or by .pdf or similar imaging transmission, will constitute effective execution and delivery of this Assignment as to the parties and may be used in lieu of the original Assignment for all purposes. Signatures of the parties transmitted by facsimile, or by .pdf or similar imaging transmission, will be deemed to be their original signatures for any purpose whatsoever.

[Signature Page(s) and Schedule to Follow this Page.]

IN WITNESS WHEREOF, Assignor and Assignee have each caused this Assignment to be executed by their duly authorized representatives effective as of the date first set forth above.

Assignor: SOURCE MEDICAL SOLUTIONS,
INC.

By: _____
Name: _____
Title: _____
Date: _____

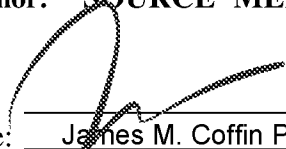
Assignee: CHANGE ENCIRCLE, LLC

By: Lowell Stokes
Name: Lowell Stokes
Title: Assistant Secretary
Date: May 11, 2016

[Signature Page to Trademark Assignment Agreement]

IN WITNESS WHEREOF, Assignor and Assignee have each caused this Assignment to be executed by their duly authorized representatives effective as of the date first set forth above.

Assignor: SOURCE MEDICAL SOLUTIONS, INC.


By: 
Name: James M. Coffin Ph.D
Title: President & CEO
Date: May , 2016

Assignee: CHANGE ENCIRCLE, LLC

By: _____
Name: Lowell Stokes
Title: Assistant Secretary
Date: _____

Schedule 1

Registered Trademark

Mark	Serial No. Filing Date	Reg. No. Reg. Date	Status
 The logo for Encircle Healthcare features the word "Encircle" in a bold, sans-serif font, with a stylized circular graphic element behind the letter 'C'. The word "Healthcare" is positioned to the right of "Encircle" in a smaller, standard sans-serif font.	77821237 Sep. 07, 2009	3783923 May 04, 2010	Registered

16879062.1