

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM391358

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PageScience, Inc.		06/02/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	AccentHealth, LLC		
Street Address:	7844 Woodland Center Blvd.		
City:	Tampa		
State/Country:	FLORIDA		
Postal Code:	33614		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4704921	PAGEMATCH	
Registration Number:	4704920	PAGE SCIENCE	
Registration Number:	4287068	CONDITIONMATCH	
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:	118826-310		
NAME OF SUBMITTER:	Martha B. Allard		
SIGNATURE:	/Martha B. Allard/		
DATE SIGNED:	07/13/2016		
Total Attachments: 7			
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INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment") is made and entered into as of June 2, 2016 (the "Effective Date"), by and among PageScience, Inc. ("Assignor"), and AccentHealth, 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 between Assignor and Assignee (the "Purchase Agreement"); and

WHEREAS, Assignor is the exclusive owner of all rights, title and interest in and to the Marks, Patents and Domain Names (each as defined herein); 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 Assigned IP (as defined below), including all goodwill related to or symbolized by the 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, and any domain name registrar, as applicable.

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 following (the "Assigned IP"):

(a) the patent applications set forth on Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals thereof (the "Patents");

(b) the trademark registrations and applications set forth on Schedule 2 hereto and all issuances, extensions and renewals thereof (the "Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

(c) the domain names set forth on Schedule 3 hereto (the "Domain Names");

(d) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(e) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(f) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

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 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 Assigned IP 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 Assigned IP 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 Assigned IP.

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. Neither Party may assign any of its rights or delegate any of its obligations under this Assignment without the prior written consent of the other Party, except that Assignee may assign any of its rights and delegate any of its obligations under this Assignment in connection with the sale of all or substantially all of the assets of or any business combination transaction involving Assignee; provided that no such assignment or delegation will relieve Assignee from any of its liabilities or obligations hereunder.

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 New York, without regard to its conflict of law principles.

8. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

[Signature Page(s) and Schedules 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: PAGESCIENCE, INC.

By: 

Name: William Jennings

Title: Chief Executive Officer

Date: June 2, 2016

Assignee: ACCENTHEALTH, LLC

By: _____

Name: Daniel A. Stone

Title: Chief Executive Officer

Date: June ____, 2016

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: **PAGESCIENCE, INC.**

By: _____
Name: William Jennings
Title: Chief Executive Officer
Date: June __, 2016

Assignee: **ACCENTHEALTH, LLC**

By: _____
Name: ~~Dan~~ Angela Stone
Title: Chief Executive Officer
Date: June 2, 2016

Schedule 1

Patent Application

Inventors	Title	U.S. Serial No. Filing Date	Status
Jeffrey N. Marcus, Newtown, PA Allen Wyke, Chapel Hill, NC	SYSTEMS, METHODS, AND MEDIA FOR PRESENTING AN ADVERTISEMENT	14078341 November 12, 2013	Abandoned

Schedule 2

Trademark Registrations

Owner	Mark	U.S. Serial No. Filing Date	U.S. Reg. No. Reg. Date	Status
PageScience, Inc.	PAGEMATCH	86138883 December 9, 2013	4704921 March 17, 2015	Registered
PageScience, Inc.	PAGESCIENCE	86138871 December 9, 2013	4704920 March 17, 2015	Registered
Precision Health Media, Inc.	CONDITIONMATCH	85668425 July 3, 2012	4287068 February 5, 2013	Registered

Schedule 3

Domain Names

conditionmatch.com
condition-match.com
conditionmatch.net
familymedguide.com
ghmads.com
ghm-ads.com
ghmedia.com
ghm-inc.com
goodhealthadvertising.com
goodhealthmedia.net
goodhealthmedia.org
goodhealthmediainc.com
goodhealthvideo.com
guidetoms.com
precisionhealthmedia.com
psych-channel.com
rheumatoidarthritis-guide.com
simplyarthritis.com
simplycholesterol.com
simplydiabetes.com
simplyheartdisease.com
understanding-health.com
pagematch.com
pagematch.net
pagematch.org
pagescience.com
pagescience.net
pagescience.org
pagesciencemedia.com

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