

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM394577

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
E-Health Data Solutions LLC		03/31/2016	Limited Liability Company: OHIO
RECEIVING PARTY DATA			
Name:	ABILITY Network Inc.		
Street Address:	100 North 6th Street, Suite 900A		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55403		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3065583	RISKWATCH	
Registration Number:	3012067	CAREWATCH	
Registration Number:	3594308	UB WATCH	
Registration Number:	3739289	QUALITYWATCH	
Registration Number:	4248977	SURVEY WATCH	
Registration Number:	4390992	CW CONNECT	
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:	813-984-3060		
Email:	trademarks@tlolawfirm.com		
Correspondent Name:	James B. Lake		
Address Line 1:	601 S. Boulevard		
Address Line 4:	Tampa, FLORIDA 33606		
NAME OF SUBMITTER:	James B. Lake		
SIGNATURE:	/james b lake/		
DATE SIGNED:	08/10/2016		

OP \$165.00 3065583

Total Attachments: 8

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INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (this "Assignment") is made as of March 31, 2016, by and among E-Health Data Solutions LLC, an Ohio limited liability company ("e-Health Data"), e-HDS Sales and Service, LLC, an Ohio limited liability company ("Sales & Service", together with e-Health Data, the "Assignors") as assignors, and ABILITY Network Inc., a Delaware corporation ("Assignee") as assignee.

RECITALS

- A. The Assignors and Assignee, together with the Members, have entered into that certain Asset Purchase Agreement dated as of March 7, 2016 (the "Purchase Agreement"), pursuant to the terms of which Assignors agreed to assign the Intellectual Property to Assignee which includes the Acquired Intellectual Property set forth on **Exhibit A** attached hereto (collectively the "IP");
- B. Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Purchase Agreement; and
- C. Pursuant to the terms of the Purchase Agreement, the Assignors and Assignee desire to enter into this Assignment.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignors hereby sell, assign, transfer, convey, and deliver to Assignee their entire right, title and interest in and to the IP, together with all rights, licenses and other agreements, if any, heretofore made by Assignors in respect of, or relating to, the IP and all income, royalties, rights to prepare derivative works, fees and payments, if any, now or hereafter due or payable in respect to the IP, including any rights to file an action and recover damages by reason of past infringement, misappropriation or other unauthorized use of the IP, with a right to sue for, and collect the same for its own use and behalf, and for the use and behalf of its successors, assigns, or other legal representatives.
2. Assignee hereby accepts Assignors' assignment and transfer of the IP.
3. Assignors shall execute, acknowledge and deliver to Assignee all documents, instruments and agreements as may be necessary to make a record with any governmental authority (both foreign and domestic) or third parties of this Assignment and Assignee's ownership of all right, title and interest in, to and under the IP.
4. The execution and delivery of this Assignment shall not, in any way, affect or limit the rights and obligations of Assignors and Assignee under, or enlarge, restrict or otherwise modify the terms of the Purchase Agreement.

5. This Assignment shall be governed by, and construed and interpreted in accordance with the laws of the State of Delaware applicable to agreements made and to be performed entirely within such state, but excluding the conflicts of laws principles thereof.

6. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. An executed counterpart of this Assignment transmitted and received by facsimile or PDF shall be deemed for all purposes to be an original, executed counterpart hereof.

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IN WITNESS WHEREOF, the Assignors and Assignee have executed this Assignment as of the day and year first above written.

ASSIGNORS:

E-HEALTH DATA SOLUTIONS LLC

By: John F. Sheridan 3/21/2016
Name: John F. Sheridan
Title: Operating Manager / President

E-HDS SALES AND SERVICE, LLC

By: John F. Sheridan 3/21/2016
Name: John F. Sheridan
Title: President

[Signature Page to Intellectual Property Assignment]

ASSIGNEE:

ABILITY NETWORK INC.

By: Mark A. Pulido
Name: Mark A. Pulido
Title: Chief Executive Officer

[Signature Page to Intellectual Property Assignment]

Exhibit A

See Attached.

Schedule 5.07
Intellectual Property

a)

i) List of all Intellectual Property

	Intellectual Property	Description
1	RiskWatch	Web based adverse event reporting tool for organizations serving the post-acute care continuum, and all Source Code related thereto.
2	CareWatch	Data compliance and predictive analytics tool using skilled nursing facility resident/patient assessment data from the CMS mandated minimum data set (MDS), and all Source Code related thereto.
3	UB Watch	Data compliance and predictive analytics tool using health care claims from skilled nursing facility resident/patient assessment data from the universal bill (UB-04), and all Source Code related thereto.
4	QualityWatch	Name owned by Sellers; healthcare survey data tool to analyze and review survey data using CMS survey and certification data, and all Source Code related thereto. It is not sold.
5	Survey Watch	Subset of CareWatch; component released into the CareWatch product with an independent trade name, and all Source Code related thereto.
6	CW Connect	Tradename for the exchange of healthcare operations (interoperability) between hospitals, nursing facilities, and other health facilities through cross-community access; tested and passed the four tests mandated by the IHE.net, and all Source Code related thereto.
7	Payroll-based journaling	Tied to CareWatch; calculates the level of staffing required by the nursing homes using the formula set by CMS, and all Source Code related thereto.

Domain Names:

carewatch.us
ehds.biz
ehds.info
ehealthdatasolutions.com
riskwatch.info
riskwatch.mobi
ubwatch.biz
ubwatch.com
ubwatch.mobi
ubwatch.net
ubwatch.org
ubwatch.us

ii) List of all registrations and filings

Trademark	Status	Country	Registration No.	Registration Date	Comments
RISKWATCH	Registered	US	3,065,583	March 7, 2006	Sect. 8/9 Renewal and Declaration of Use due 3/7/2016
RISKWATCH	Registered	CANADA	TMA782,117	Nov, 10, 2010	Renewal due 11/10/2025
CAREWATCH	Registered	US	3,012,067	Nov. 1, 2005	Sect. 8/9 Registered and Renewed (First Renewal) 01/02/2016; renewal due 01/02/2026
CAREWATCH	Registered	CANADA	TMA 789,865	Feb. 7, 2011	Renewal due 2/7/2026
UB WATCH	Registered	US	3,594,308	March 24, 2009	Sect. 8/15 declarations due 3/24/2015. Sect 8/9 Renewal and Declaration of Use due 3/24/2019
UB WATCH	Allowed	CANADA	TMA 815,844	January 20, 2012	Renewal due 1/20/2027
QUALITYWATCH	Registered	US	3,739,289	Jan. 19, 2010	Sect. 8/15 declarations filed 1/19/2016
SURVEY WATCH	Registered	US	4,248,977	Nov. 27, 2012	Sect. 8/15 declarations due 11/27/2018. Sect. 8/9 Renewal and Declaration of Use due 11/27/2022
SURVEY WATCH	Allowed	CANADA			Registration Filed 5/19/2015
CW CONNECT	Registered	US	4,309,992	Aug. 27, 2013	Sect. 8/15 declarations due 8/27/2019. Sect. 8/9 Renewal and Declaration of Use due 8/27/2023
CW CONNECT	Allowed	CANADA			Declaration of Use and Registration fee due 3/8/2016

AMENDMENT TO INTELLECTUAL PROPERTY ASSIGNMENT

This is an amendment (the "Amendment") to the March 31, 2016, Intellectual Property Assignment (the "Assignment") between and among E-Health Data Solutions LLC, e-HDS Sales and Service, LLC, and ABILITY Network Inc. The Assignment is amended, nunc pro tunc, as follows:

1. In accordance with the March 7, 2016, Asset Purchase Agreement among the parties, Paragraph 1 of the Assignment is amended by adding the following underlined words: "together with the goodwill of the business connected with the use of and symbolized by the IP and all income, royalties, rights...."
2. Schedule 5.07 is amended by correcting a scrivener's error in the registration number for the mark CW CONNECT. The correct registration number is 4,390,992.
3. The effective date of this amendment is March 31, 2016.

E-HEALTH DATA SOLUTIONS LLC

ABILITY NETWORK INC.

R. Qualls
(Signature)

[Signature]
(Signature)

Roi Qualls
(Name, typed or printed)

Ken Ernsting
(Name, typed or printed)

Title: Operating Manager

Title: CEO

Date: Aug 8, 2016

Date: 8/4/2016

E-HDS SALES AND SERVICE, LLC

R. Qualls
(Signature)

Roi Qualls
(Name, typed or printed)

Title: Operating Manager

Date: Aug 8, 2016

TRADEMARK