

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM403380

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.		10/13/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Casamba, LLC		
Street Address:	5210 Lewis Rd #10		
City:	Agoura Hills		
State/Country:	CALIFORNIA		
Postal Code:	91301		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3876769	SOURCETHERAPY BILLING	
Registration Number:	4913410	THERAPYSOURCE	
CORRESPONDENCE DATA			
Fax Number:	3128624900		
<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:	312-862-3859		
Email:	mary.wysocki@kirkland.com		
Correspondent Name:	Mary Wysocki Parsons		
Address Line 1:	300 N. LaSalle		
Address Line 4:	Chicago, ILLINOIS 60654		
ATTORNEY DOCKET NUMBER:	35173-270		
NAME OF SUBMITTER:	Mary Wysocki Parsons		
SIGNATURE:	/Mary Parsons/		
DATE SIGNED:	10/26/2016		
Total Attachments: 6			
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of October 13, 2016 (the "Effective Date"), by and between Source Medical Solutions, Inc., a Delaware corporation ("Assignor"), and Casamba, LLC, a Delaware limited liability company ("Assignee"). Assignor and Assignee are referred to herein individually as a "Party" and collectively as the "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");

WHEREAS, in connection with the Purchase Agreement, Assignor has agreed to assign to Assignee all of Assignor's right, title and interest in, to and under all actual or fictional business names, trade names, logos, slogans, trade dress, internet domain names, registered and unregistered trademarks, registered and unregistered service marks, and any other distinctive indicia of origin and all registrations and applications for any of the foregoing, together with the goodwill symbolized by any of the foregoing, that primarily relate to the Business or that are necessary for the Business, including the trademarks set forth on Schedule 1 attached hereto (but for the avoidance of doubt, excluding any Excluded Assets) (collectively, the "Marks"); and

WHEREAS, Assignor owns all of the right, title and interest in and to the Marks.

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 agree as follows:

1. Assignor hereby transfers, conveys, assigns, sets over and delivers to Assignee, and Assignee hereby accepts, all of Assignor's right, title and interest in and to the Marks, including all common law rights therein, throughout the world (including those set forth on Schedule 1), 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 benefits obtained as a result of any litigation with respect to the Marks, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

2. Assignor hereby authorizes and requests the United States Commissioner of Patents and Trademarks, and the corresponding entity or agency in any applicable foreign country, to record Assignee as the owner of the Marks identified on Schedule 1.

3. 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 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 irrevocable designates and appoints Assignee and its duly authorized officers and agents as Assignor's 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.

4. The terms of the Purchase Agreement, including, but not limited to, Assignor's and Assignee's respective representations, warranties, covenants, agreements and indemnities relating to the Marks, are incorporated herein by this reference. Assignor and Assignee acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement will not be superseded hereby but will remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern. All notices and other communications hereunder shall be as set forth in the Purchase Agreement.

5. 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.

6. 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, without limitation, letters of intent and 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.

7. This Assignment is absolute, exclusive and irrevocable.

8. 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 laws principles.

9. 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 Follows]

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: 

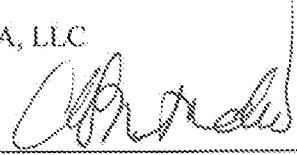
Name: James M. Coffin, Ph.D.

Title: President and Chief Executive Officer

ASSIGNEE:

CASAMBA, LLC

By: _____


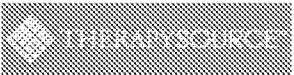


Name: Christine Anderson

Title: Chief Financial Officer

Schedule 1

Trademarks:

Trademark	Current Owner	Jurisdiction	Registration Number	Registration Date
 SOURCE THERAPY BILLING	Source Medical Solutions, Inc.	United States	3,876,769	11/16/2010
 THERAPY SOURCE	Source Medical Solutions, Inc.	United States	4,913,410	03/08/2016

Common Law Trademarks:

