

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM404669

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Armadacorp Capital, LLC		10/25/2016	Limited Liability Company: MARYLAND
RECEIVING PARTY DATA			
Name:	Armadahealth, LLC		
Street Address:	230 Schilling Circle		
City:	Hunt Valley		
State/Country:	MARYLAND		
Postal Code:	21031		
Entity Type:	Limited Liability Company: MARYLAND		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4496912	ARMADA HEALTHCONNECTIONS	
Registration Number:	3589038	ARMADAHEALTH	
Serial Number:	86802355	TOP DOC CONNECT	
Serial Number:	86713868	TOPDOC	
Serial Number:	86713902	TOPDOC CONNECT	
Serial Number:	86803204	YOUR HEALTH + OUR CONNECTIONS	
Registration Number:	5042588	YOUR HEALTH + OUR CONNECTIONS	
CORRESPONDENCE DATA			
Fax Number:	2023448300		
<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:	2023444976		
Email:	rliebowitz@venable.com,trademarkdocket@venable.com		
Correspondent Name:	Rebecca Liebowitz		
Address Line 1:	P.O. Box 34385		
Address Line 2:	c/o Venable LLP		
Address Line 4:	Washington, D.C. 20043		
ATTORNEY DOCKET NUMBER:	51197-406786		
NAME OF SUBMITTER:	Rebecca Liebowitz		

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SIGNATURE:	/rebecca liebowitz/
DATE SIGNED:	11/07/2016
Total Attachments: 5 source=Armada Trademark Assignment#page1.tif source=Armada Trademark Assignment#page2.tif source=Armada Trademark Assignment#page3.tif source=Armada Trademark Assignment#page4.tif source=Armada Trademark Assignment#page5.tif	

TRADEMARK AND SERVICE MARK ASSIGNMENT

This **TRADEMARK AND SERVICE MARK ASSIGNMENT** (this "Assignment") is made as of October 25, 2016, by and between **ARMADACORP CAPITAL, LLC**, a Maryland limited liability company, as assignor ("Assignor"), and **ARMADAHEALTH, LLC**, a Maryland limited liability company, as assignee ("Assignee", and together with Assignor, collectively, the "Parties").

WHEREAS, Assignor and Assignee are parties to that certain Capital Contribution Agreement, dated as of the date hereof (the "Contribution Agreement");

WHEREAS, pursuant to the Contribution Agreement, Assignor has agreed to assign and Assignee has agreed to accept the assignment of all of Assignor's right, title, and interest in and to the trademarks and service marks listed on Schedule A attached hereto and incorporated herein by this reference in any and all forms, formats, styles, and designs, including any logos used in conjunction therewith prior to and/or as of the date of this Assignment, together with all goodwill, symbolized thereby (collectively, the "Marks");

WHEREAS, pursuant to the Contribution Agreement, Assignee is the successor to the ongoing and existing business and assets of Assignor related to that portion of Assignor's business to which the Marks pertain; and

WHEREAS, the Parties desire to enter into this Assignment to effect the assignment of the Marks and all goodwill related to or symbolized by such Marks from Assignor to Assignee.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the Parties hereby agree as follows:

1. Assignor hereby contributes, transfers, conveys, assigns and delivers to Assignee, and Assignee hereby accepts, all of Assignor's right, title and interest in and to the Marks, throughout the world, together with the goodwill of the business symbolized by the Marks, including, without limitation, any and all causes of action and other rights assertable under the Marks, including, without limitation, the right to sue third parties for infringement and/or dilution of 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 and 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 date of this Assignment, Assignor shall execute and deliver all such further transfers, assignments, conveyances and assurances and take such actions as reasonably necessary and requested by the Assignee to obtain the full benefit of this Assignment. Assignor further covenants that Assignee will, as reasonably necessary upon Assignee's request, be provided promptly with all pertinent facts, documents and specimens relating to the Marks and all legal equivalents as may be known and accessible to Assignor.

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

license, or any other transfer or exploitation of the Marks after the Effective Date (as defined in the Contribution Agreement).

4. This Assignment is absolute, exclusive and irrevocable.

5. General Provisions.

(a) This Assignment, together with the Contribution Agreement and the Operating Agreement (as defined in the Contribution Agreement), constitute the entire agreement and supersede all other prior agreements or understandings, whether written or oral, between the Parties with respect to the subject matter hereof.

(b) This Assignment may be amended or modified only by means of a written instrument executed by all of the Parties.

(c) This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland without regard to the principles of conflicts of laws thereunder.

(d) This Assignment will bind and inure to the benefit of Assignor and Assignee and their respective successors and permitted assigns.


(e) This Agreement may be executed in counterparts (including by facsimile or optically-scanned electronic mail attachment), each of which shall be deemed to be original, but all of which together shall constitute one and the same instrument.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the Parties have executed this Assignment as of the date first set forth above.

ASSIGNOR:

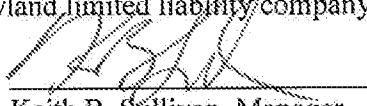
ARMADACORP CAPITAL, LLC,
a Maryland limited liability company

By: 
Keith B. Sullivan, General Manager

By: _____
Brian M. Rogers, General Manager

ASSIGNEE:

ARMADAHEALTH, LLC,
a Maryland limited liability company

By: 
Keith B. Sullivan, Manager

[SIGNATURE PAGE TO TRADEMARK AND SERVICE MARK ASSIGNMENT]

IN WITNESS WHEREOF, the Parties have executed this Assignment as of the date first set forth above.

ASSIGNOR:

ARMADACORP CAPITAL, LLC,
a Maryland limited liability company

By: _____
Keith B. Sullivan, General Manager

By: _____
Brian M. Rogers, General Manager

ASSIGNEE:


ARMADAHEALTH, LLC,
a Maryland limited liability company

By: _____
Keith B. Sullivan, Manager

[SIGNATURE PAGE TO TRADEMARK AND SERVICE MARK ASSIGNMENT]

SCHEDULE A

REGISTERED TRADEMARKS AND SERVICE MARKS

MARK	U.S. REGISTRATION NO.
ARMADA HEALTHCONNECTIONS	4496912
ARMADAHEALTH	3589038
TopDocConnect	Pending (SN 86802355)
TOPDOC	Pending (SN 86713868)
TOPDOC CONNECT	Pending (SN 86713902)
YOUR HEALTH + OUR CONNECTIONS	5042588
Your Health  Our Connections	Pending (SN 86803204)