

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM408611

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
<b>SEQUENCE:</b>	2

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Spring Grove Finance, S. A.		06/02/2016	Sociedad Anonima: PANAMA

## RECEIVING PARTY DATA

<b>Name:</b>	OrangeHook, Inc.
<b>Also Known As:</b>	Orangehook, Inc.
<b>Street Address:</b>	319 Barry Ave. S.
<b>City:</b>	Wayzata
<b>State/Country:</b>	MINNESOTA
<b>Postal Code:</b>	55391
<b>Entity Type:</b>	Corporation: MINNESOTA

## PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
<b>Registration Number:</b>	4230502	
<b>Registration Number:</b>	3662083	GIVING YOU THE POWER TO CHANGE HEALTHCAR
<b>Registration Number:</b>	4267891	HEALTH DEPOSIT BOX
<b>Registration Number:</b>	4234537	I
<b>Registration Number:</b>	4234538	I ICHIP
<b>Registration Number:</b>	4234536	ICHIP
<b>Registration Number:</b>	3741954	LIFENEXUS
<b>Serial Number:</b>	85761665	LIFENEXUS VITAL
<b>Registration Number:</b>	2764796	PERSONAL HEALTH CARD

## CORRESPONDENCE DATA

Fax Number: 6124927077

*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.*

Phone: 612-492-7000

Email: ip@fredlaw.com

Correspondent Name: Ama J. Yates, Paralegal

Address Line 1: Fredrikson &amp; Byron, P.A.

Address Line 2: 200 South Sixth Street, Suite 4000

TRADEMARK

**Address Line 4:** Minneapolis, MINNESOTA 55402

**NAME OF SUBMITTER:** Ama J. Yates

**SIGNATURE:** /Ama J. Yates/

**DATE SIGNED:** 12/12/2016

**Total Attachments: 13**

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## INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (the "Assignment") is entered into this 20<sup>th</sup> day of June, 2016, by and between Spring Grove Finance, S.A. (the "Assignor") and Orangehook, Inc. (the "Assignee").

**WHEREAS**, Assignor owns all rights, title, interest, and associated goodwill in and to certain trademarks, including, but not limited to, those identified in the attached Schedule 1.1(A) (the "Marks"); all rights, title, and interest in and to the copyrights for certain works, including, but not limited to, the works identified in the attached Schedule 1.1(B) (hereinafter, the "Works"); and all rights, title, and interest in and to certain inventions, applications, and any and all Letters Patent or similar legal rights including, but not limited to, those identified in the attached Schedule 1.1(C) (hereinafter, the "Inventions");

**WHEREAS**, Assignor desires to convey, transfer, assign, deliver, and contribute to Assignee all of its right, title, and interest in and to the Marks, Works, and Inventions.

**NOW, THEREFORE**, in consideration of the foregoing recitals, which are incorporated into this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby agrees as follows:

- a. Assignment of Marks. Assignor hereby sells, assigns, and transfers to Assignee, any and all of Assignor's right, title, interest in and to the Marks, including all rights of priority, together with any and all goodwill of the business embodied in the Marks, including (A) any and all applications or registrations; (B) all rights to causes of action and remedies related thereto including, without limitation, the right to sue for past, present, or future infringement, misappropriation, or violation of any rights related to the foregoing; and (C) any other rights and interests arising out of, in connection with, or in relation to the Marks.
- b. Assignment of Works. Assignor hereby sells, assigns, and transfers to Assignee, any and all of Assignor's right, title, interest in and to the Works, including (A) all rights in and to the Works whether registered or not and whether identified in Schedule 1.1(B) or not; and (B) all rights to causes of action and remedies related thereto including, without limitation, the right to sue for past, present, or future infringement, misappropriation, or violation of any rights related to the foregoing; and (C) any other rights and interests arising out of, in connection with, or in relation to the Works.
- c. Assignment of Inventions. Assignor hereby sells, assigns, and transfers to Assignee, any and all of Assignor's right, title, interest in and to the Inventions, including the right to past damages to (1) the inventions throughout the world, (2) the patents listed in Schedule 1.1(C), and all corresponding domestic and foreign applications including any provisional, non-provisional, divisional, continuation, continuation-in-part, reissue application, or any other application based on the invention, (3) all Letters Patent or similar legal protection issuing thereon, and (4) all rights and benefits under any applicable treaty or convention; and Assignor

authorizes the Commissioner of Patents and Trademarks of the United States or foreign equivalent therefor to issue the Letters Patent or similar legal protection to the Assignee.

- d. Further Assurances. Assignor agrees to assist Assignee in every proper way to evidence, record and perfect the assignments hereunder and to apply for and obtain recordation of and from time to time enforce, maintain, and defend the assigned rights. If Assignee is unable for any reason whatsoever to secure Assignor's signature as needed in connection with the foregoing, 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 in Assignor's stead, 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.

*[Signature pages follow]*

SPRING GROVE FINANCE, S.A.

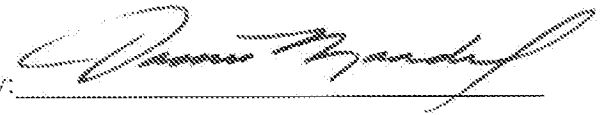
By: 

For and on behalf of  
BERNINA LTD.



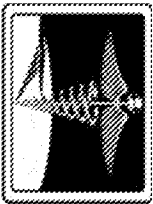
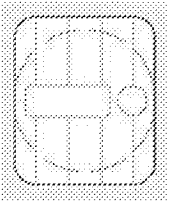
Its: \_\_\_\_\_

ORANGEHOOK, INC.

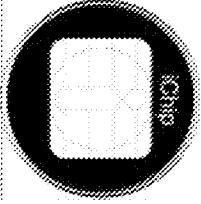
By: \_\_\_\_\_

Its: CEO\_\_\_\_\_

**SCHEDULE 1.1(A) LifeNexus Trademarks**

<b>Owner</b>	<b>Trademark</b>	<b>Country</b>	<b>Application No.</b>	<b>Registration No.</b>	<b>Registration Date</b>	<b>Classes</b>	<b>Status</b>
LifeNexus, Inc.	 <b>Caduceus Design</b>	United States of America	85161173	4230502	Oct 23 2012	9	Registered
LifeNexus, Inc.	<b>Giving You The Power To Change Healthcare</b>	United States of America	78923634	3662083	Jul 28 2009	9	Registered
LifeNexus, Inc.	<b>HEALTH DEPOSIT BOX</b>	United States of America	85617606	4267891	Jan 1 2013	39	Registered
LifeNexus, Inc.	 <b>I AND DESIGN</b>	United States of America	85161181	4234537	Oct 30 2012	9	Registered

**SCHEDULE 1.1(A) LifeNexus Trademarks**

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LifeNexus, Inc.	<b>I ICHIP AND DESIGN</b>	United States of America	85161195	4234538	Oct 30 2012	9	Registered
							
LifeNexus, Inc.	<b>iChip</b>	United States of America	85161118	4234536	Oct 30 2012	9	Registered
LifeNexus, Inc.	<b>LIFENEXUS</b>	United States of America	77704228	3741954	Jan 26 2010	9	Registered
LifeNexus, Inc.	<b>LIFENEXUS VITAL</b>	United States of America	85761665			9	Pending
LifeNexus, Inc.	<b>Personal Health Card</b>	United States of America	76133808	2764796	Sep 16 2003	9	Registered



**SCHEDULE 1.1(B) LifeNexus Copyrights**

<b>TITLE</b>	<b>DESCRIPTION</b>	<b>REGISTRATION INFORMATION</b>
Personal Health Card	Personal Health Card software and source code, including the Mobile Application, and all related documentation, payment forms, templates, and marketing material	N/A
LifeNexus iChip Health Record	Literary works and visual material	N/A
White Label Templates	Literary works and visual material	N/A
iChip website	Computer code, visual material, and literary works	N/A
Caduceus With Shadow	Visual material	Reg. No. VAu001049253, Registered Nov. 24, 2010

**SCHEDULE 1.1(C) LifeNexus Patents**

<b>FILE #</b>	<b>TITLE</b>	<b>SERIAL #</b>	<b>FILING DATE</b>	<b>PATENT NUMBER</b>	<b>ISSUE DATE</b>	<b>STATUS</b>	<b>DESCRIPTION</b>
28505-19434/US	Smartcard Accessed Dual Server Electronic Data Storage System	12117279	May 8, 2008	8239627	Aug 7, 2012	Issued	A secure, electronic data maintenance system and associated removable memory storage devices (e.g., smartcards). The system include a first remote server that stores card holder information associated with multiple card holders, and a second remote server that stores electronic data associated with the cardholders.
28505-19956/US	Personal Health Card Accessed Secure Medical Data Storage System	10649283	Aug 26, 2003	7424437	Sep 9, 2008	Issued	A system and method provides central storage of patient health records and allows for temporal access to be provided by the patient and other individual and healthcare providers.

**SCHEDULE 1.1(C) LifeNexus Patents**

<b>FILE #</b>	<b>TITLE</b>	<b>SERIAL #</b>	<b>FILING DATE</b>	<b>PATENT NUMBER</b>	<b>ISSUE DATE</b>	<b>STATUS</b>	<b>DESCRIPTION</b>
28505-19957/US	Secure Medical Records Maintenance System	10649294	Aug 26, 2003	7092891	Aug 15, 2006	Issued	A secure medical records maintenance system including a first server that stores patient identification information indexed by patient identification numbers (PINs) and a second server that stores patient medical data indexed by medical record identification numbers.
28505-19958/CA	Personal Health Card Accessed Secure Medical Data Storage System	2487232	Nov 8, 1999	2487232	Oct 20, 2009	Issued	A secure medical records maintenance system and associated removable memory storage devices referred to as a "personal health card" for accessing the system.

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28505-19959/US	Rfid Reporting Personal Health Card And Related Systems	11925215	Oct 26, 2007	8066192	Nov 29, 2011	Issued	A personal healthcard that includes a smartcard with an RFID device that automatically reports certain RFID response information when illuminated by an interrogation signal from an RFID reader, such as an authorized first responder device issued to police, fire, lifeguard, or EMT personnel.
28505-19960/US	Smartcard Reader And Charging Station	29379168	Nov 16, 2010	D656151	Mar 20, 2012	Issued	The ornamental design for a smartcard reader and charging station.
28505-19961/US	Smartcard With Ichip Contact Pad	29398232	Jul 28, 2011	D686214	Jul 16, 2013	Issued	The ornamental design for a smartcard with iChip contact pad

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28505-20000/US	RFID Reporting Personal Health Card and Related Systems	13305705	Nov 28, 2011	8800877	Aug 12, 2014	Issued	A personal healthcard that includes a smartcard with an RFID device that automatically reports certain RFID response information when illuminated by an interrogation signal from an RFID reader, such as an authorized first responder device issued to police, fire, lifeguard, or EMT personnel.
28505-20260/US	Smartcard Reader	29413258	Feb 13, 2012	D667402	Sep 18, 2012	Issued	The ornamental design of a smartcard reader.
28505-20262/US	Charger for Smartcard Reader	29413259	Feb 13, 2012	D667403	Sep 18, 2012	Issued	The ornamental design for a smartcard reader and charging station.

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28505-21390/US	Federated ID Secure Virtual Terminal Emulation Smartcard	13549395	Jul 13, 2012	8678294	Mar 25, 2014	Issued	A smartcard using a combination of secure virtual terminal emulation implemented by the smartcard and Federated ID information stored on the smartcard (and optionally on a transaction processor server) to provide secure verification of the personal identity of the cardholder.
28505-23824/US	Electronic Health Record System	61826996	May 23, 2013			Expired	
28505-24869/PCT	Electronic Health Record System	PCTUS2014039450	May 23, 2014			Pending	A system and method provides central storage of patient health records and allows for temporal access to be provided by the patient and other individual and healthcare providers.

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<b>FILE #</b>	<b>TITLE</b>	<b>SERIAL #</b>	<b>FILING DATE</b>	<b>PATENT NUMBER</b>	<b>ISSUE DATE</b>	<b>STATUS</b>	<b>DESCRIPTION</b>
28505-24869/US	Electronic Health Record System	14286912	May 23, 2014			Pending	A system and method provides central storage of patient health records and allows for temporal access to be provided by the patient and other individual and healthcare providers.

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**TRADEMARK**

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**RECORDED: 12/12/2016**