

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM413581

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Health Information Designs, LLC		12/09/2016	Limited Liability Company: ALABAMA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Appriss Inc.		
<b>Street Address:</b>	10401 Linn Station Rd.		
<b>Internal Address:</b>	Suite 200		
<b>City:</b>	Louisville		
<b>State/Country:</b>	KENTUCKY		
<b>Postal Code:</b>	40223		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3368186	RXSENTRY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	5027798225		
<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>			
<b>Phone:</b>	502-587-3400		
<b>Email:</b>	dnagle@stites.com		
<b>Correspondent Name:</b>	David W. Nagle, Jr.		
<b>Address Line 1:</b>	400 West Market St.		
<b>Address Line 2:</b>	Suite 1800		
<b>Address Line 4:</b>	Louisville, KENTUCKY 40202		
<b>NAME OF SUBMITTER:</b>	David W. Nagle, Jr.		
<b>SIGNATURE:</b>	/david w. nagle, jr./		
<b>DATE SIGNED:</b>	01/25/2017		
<b>Total Attachments: 5</b>			
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## **INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT**

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Agreement"), dated as of December 9, 2016, is made by and between Health Information Designs, LLC, an Alabama limited liability company (the "Assignor") and Appriss Inc., a Delaware corporation (the "Assignee") (each of the foregoing a "Party"). All capitalized terms used herein that are not otherwise defined herein shall have the same meaning as in the Asset Purchase Agreement by and among, inter alia, Assignor and Assignee, dated as of the date hereof (the "APA"). This Agreement shall be effective as of 12:01 am on the Closing Date.

### **RECITALS**

WHEREAS, this Agreement is entered into by Assignor and Assignee pursuant to the APA;

WHEREAS, the Assignor wishes to assign all of its right, title and interest in and to the Purchased Intellectual Property to the Assignee, and the Assignee wishes to accept the assignment of all of the Purchased Intellectual Property, including, without limitation, the Intellectual Property listed on the Schedules hereto; and

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements contained herein and in the APA, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto hereby agree as follows:

#### **Section 1. Assignment of the Trademarks.**

1.1 Assignor hereby assigns and transfers to Assignee, and Assignee hereby receives, acquires and accepts, all of Assignor's right, title and worldwide interest, in and to the trademarks listed on Schedule A (the "Trademarks"), including, without limitation, (a) all of the goodwill associated or connected with the use of, and symbolized by, the Trademarks, (b) all registrations obtained by Assignor for the Trademarks including all extensions and renewals thereof, (c) the right to file any document to maintain the Trademarks and any associated registrations, (d) all common law trademark and trade name rights in the Trademarks, (e) the right to file applications for registration of the Trademarks worldwide, and (f) the right to sue for past, present and future infringement, dilution or other violation of the Trademarks and collect and retain all damages, settlements and proceeds recovered therefrom; and all rights corresponding with any of the foregoing throughout the world.

1.2 Assignor hereby authorizes the Commissioner for Trademarks of the United States Patent and Trademark Office and all other corresponding entities or agencies in any applicable government or foreign countries, to record Assignee as the owner of the Trademarks.

**Section 2. Assignment of Unregistered Copyrights.** Assignor hereby assigns and transfers to Assignee, and Assignee hereby receives, acquires and accepts, all right, title and interest to any works included in the Purchased Intellectual Property that may be protected by the copyright laws of the United States and/or the laws of foreign jurisdictions (the "Unregistered Copyrights"), and the right (but not the obligation) to assert such Unregistered Copyrights and

other assigned rights to collect for all past, present and future infringements of the Unregistered Copyrights, and claims for damages relating thereto and the proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits and all rights corresponding thereto throughout the world by reason of any past and future acts of infringement that have occurred or may occur.

**Section 3. Assignment of Domain Names, Website Content and Telephone Numbers.** Assignor hereby assigns and transfers to Assignee, and Assignee hereby receives, acquires and accepts, all of Assignor's right, title and worldwide interest, in and to the domain names, website content, and telephone numbers listed on Schedule C (the "Domain Names, Website Content and Telephone Numbers"), together with the goodwill connected with the use thereof and symbolized by the Domain Names, Website Content and Telephone Numbers. The Assignor shall declare to its registrar the Assignor's consent and confirmation to the transfer to Assignee of the Domain Names set forth on Schedule C, or take such other commercially reasonable actions as may be needed to effectuate the transfer of such Domain Names, upon the reasonable request of Assignee, Assignee's or the Assignor's registrar or Assignee's agent or representative.

**Section 4. Conflicts.** In the event of any conflict between this Agreement and the APA, the provisions of the APA shall prevail. Nothing contained herein shall be deemed to modify, amend or supersede any of the terms or conditions of the Purchase Agreement

**Section 5. Amendments and Waiver.** Section 11.6 of the APA is hereby incorporated herein in its entirety, mutatis mutandis.

**Section 6. Assignment; Parties in Interest.** Section 11.1 of the APA is hereby incorporated herein in its entirety, mutatis mutandis.

**Section 7. Counterparts.** Section 11.13 of the APA is hereby incorporated herein in its entirety, mutatis mutandis.

**Section 8. Governing Law, Jurisdiction.** Section 11.2 of the APA is hereby incorporated herein in its entirety, mutatis mutandis.

**Section 9. Specific Performance.** Section 11.12 of the APA is hereby incorporated herein in its entirety, mutatis mutandis.

**Section 10. Notices.** Section 11.5 of the APA is hereby incorporated herein in its entirety, mutatis mutandis.

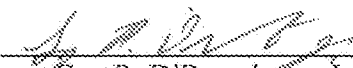
**Section 11. Severability.** Section 11.4 of the APA is hereby incorporated herein in its entirety, mutatis mutandis.

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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

**ASSIGNOR**

HEALTH INFORMATION DESIGNS, LLC

By:   
Name: Guy R. DiBenedetto, Jr.  
Title: Chief Executive Officer

**ASSIGNEE**

APPRISS INC.

By: \_\_\_\_\_  
Name:  
Title:

*[Signature Page to Intellectual Assignment Agreement]*

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

**ASSIGNOR**

HEALTH INFORMATION DESIGNS, LLC

By: \_\_\_\_\_  
Name:  
Title:

**ASSIGNEE**

APPRISS INC.

By: Michael Davis  
Name:  
Title:

**SCHEDULE A**

**Trademarks**

Trademark Registrations:

<b>Mark</b>	<b>Status</b>	<b>Class</b>	<b>Goods</b>	<b>Appl. No. / Registration No.</b>	<b>Appl. Date / Registration Date</b>
RxSentry	Live/Issued and Active	IC: 042 US: 100, 101	Providing temporary use of on-line non-downloadable software for reviewing pharmaceutical claims data for various government agencies in order to identify individuals who obtain narcotic prescriptions through government healthcare programs and are misusing said prescription drugs	3,368,186	1/15/2008