

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM413948

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pivot Point Consulting, LLC		12/01/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Vaco Healthcare, LLC		
Street Address:	5410 Maryland Way		
Internal Address:	Suite 460		
City:	Brentwood		
State/Country:	TENNESSEE		
Postal Code:	37027		
Entity Type:	Limited Liability Company: TENNESSEE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4380276		
Registration Number:	4541621	PIVOT POINT CONSULTING	
Registration Number:	4818273	PIVOT POINT	
Registration Number:	4541476	PIVOT POINT CONSULTING	
Serial Number:	85816075	PIVOT POINT TECHNOLOGIES	
CORRESPONDENCE DATA			
Fax Number:	6152482954		
<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:	615-742-7944		
Email:	trademarks@bassberry.com		
Correspondent Name:	Martha B. Allard		
Address Line 1:	150 3rd Ave. S.		
Address Line 2:	Suite 2800		
Address Line 4:	Nashville, TENNESSEE 37201		
ATTORNEY DOCKET NUMBER:	114560-300		
NAME OF SUBMITTER:	Martha B. Allard		
SIGNATURE:	/Martha B. Allard/		

CH \$140.00 4380276

DATE SIGNED:	01/27/2017
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Total Attachments: 6

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (together with all Schedules hereto, this “Assignment”), dated as of December 1, 2016 (the “Effective Date”), is by and between: (1) Pivot Point Consulting, LLC, a Delaware limited liability company (“Seller” or “Assignor”), on the one hand; and (2) Vaco Healthcare, LLC, a Tennessee limited liability company (“Buyer” or “Assignee”), on the other hand. Each of Seller and Buyer are referenced herein individually as a “Party” and collectively as the “Parties.” Capitalized terms used herein without definition shall have the meanings set forth in the APA (as defined below).

WHEREAS, Assignors and Assignee are parties to that certain Asset Purchase Agreement, dated December 1, 2016 (the “APA”) with Rachel Marano, David Scott and Pivot Point Holdings, LLC, pursuant to which, *inter alia*, Seller has agreed to sell and convey to Buyer, and Buyer has agreed to purchase from Seller, on the terms and subject to the conditions of the APA, certain assets and certain liabilities of Seller relating to the Business (as defined in the APA);

WHEREAS, pursuant to Section 3.3 of the APA, at the Closing, Seller has agreed to deliver to Buyer a trademark assignment pursuant to which Seller assigns, transfers and conveys to Buyer, free and clear of all Liens, all of Seller’s right, title and interest in and to the Assigned Marks (as defined below);

WHEREAS, Assignor is the sole and exclusive owners of all right, title and interest in and to the trademark PIVOT POINT, including, without limitation, the trademarks, domain names, registrations and applications set forth on Schedule A attached hereto, together with all goodwill in or arising from any of the foregoing, and all issuances, extensions, and renewals thereof (collectively, the “Assigned Marks”); and

WHEREAS, Assignor desires to assign to Assignee, and Assignee wishes to acquire from Assignor, all of Assignor’s right, title and interest in and to the Assigned Marks in the Territory.

NOW, THEREFORE, in partial consideration for the transactions consummated pursuant to the APA and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Assignment.** Assignor hereby assigns, conveys, and transfers to Assignee, free and clear of all Liens and to the maximum extent permitted by law, and Assignee hereby accepts, all of Assignor’s entire worldwide right, title and interest in, and to, the Assigned Marks, together with any and all goodwill connected with the use of, and symbolized by, the Assigned Marks, and including, without limitation, all common law rights in, and to, the Assigned Marks, all rights and privileges pertaining to the Assigned Marks, all rights to file for and receive registrations therefor, all causes of action (either in law or in equity) and all rights to sue, counterclaim, and recover for any and all past, present or future infringements or dilution of or damage or injury to the Assigned Marks, and the right to all income, royalties, profits, damages and payments now or hereafter due, payable or accrued with respect thereto, in each case, to be held and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its successors, assigns and other legal representatives, as fully and

entirely as and to the same extent that such would have been held and enjoyed by Assignor had such assignment not been made.

2. Authorization.

- a. The Parties agree that this Assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file, or like document that may be required in any jurisdiction for any purpose regarding the subject matter hereof. The Parties authorize and request the Commissioner of Patents and Trademarks of the United States (and the equivalent offices and ministries of other jurisdictions, national or international) to record Assignee as the assignee and sole owner of the Assigned Marks.
- b. Assignor, upon request by Assignee, shall complete all formalities (including the completion of relevant change of registrant functions within such domain name accounts, and the provision of email or other online notice or confirmation notifying the registrar of the domain name transfer) that are required to transfer full and unconditional ownership and control of any domain names set forth on Schedule A attached hereto from Assignor to Assignee, including the change of registrant name, change of administrative contact and, where required by Assignee in writing, change of registrar. Each Party shall bear its own costs and expenses (including attorney's fees) incurred in connection with completing such formalities; provided, that any filing or registration fees payable to any governmental authority, Internet registrar or Internet registry in connection with completing such formalities shall be borne fifty percent (50%) by Assignor and fifty percent (50%) by Assignee.

3. **Further Assurances.** Assignor further agrees that it will: (i) cooperate with Assignee in the filing of any and all trademark assignment registrations or applications; (ii) execute, verify, acknowledge and deliver all such further papers, including applications and instruments of transfer; and (iii) perform such other acts, in each case, as Assignee lawfully may request to facilitate Assignee's right to obtain, perfect, protect, maintain, defend or enforce any of the Assigned Marks (including all rights assigned to Assignee hereunder).

4. **Representations.** Each Party hereby represents and warrants to the other Party that such Party's execution, delivery, and performance of this Assignment have been duly authorized by all necessary company action, and that this Assignment has been duly executed and delivered by such Party and constitutes a valid and binding obligation of such Party enforceable in accordance with its terms. Assignor represents and warrants to Assignee: (a) that the execution, delivery, and performance of this Assignment and the assignment of the Assigned Marks contemplated by this Assignment: (i) will not conflict with or result in any breach of any of the terms, conditions, or provisions of, or constitute (with or without notice or lapse of time or both) a default under or a violation of, any indenture, loan, or credit agreement, note agreement, deed of trust, mortgage, security agreement, or other agreement, lease or

other instrument, commitment or arrangement to which either Assignor is a party or by which any Assignor's properties, assets or rights are bound or affected or any decree, judgment, order, statute, rule, or regulation applicable to such Assignor; and (ii) will not result in the imposition of any Lien on any property, asset, or right held by such Assignor; and (b) that to the extent that the Assigned Marks include an intent-to-use application for which the filing of an amendment of use or verified statement of use has not been filed, the assets and certain liabilities of Assignor relating to the Business that Assignor has sold and transferred to Assignee pursuant to the APA constitutes an assignment to a successor to the business of Assignor (including the portion thereof to which the mark pertains) and such business is ongoing and existing.

5. **Terms of the APA.** The Parties acknowledge and agree that this Assignment is executed and delivered pursuant to the APA. Nothing in this Assignment shall, or shall be deemed to, defeat, limit, alter, impair, enhance or enlarge any representation, warranty, claim or remedy created by the APA. In the event of any direct conflict between this Assignment and the APA, the APA shall control.
6. **Binding Effect.** This Assignment shall be binding upon, inure to the benefit of, and be enforceable by Assignor and Assignee and their respective successors and permitted assigns.
7. **Governing Law.** This Assignment shall be governed by, and construed in accordance with, the laws of the State of New York.
8. **Counterparts.** This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

[Signature page follows]

IN WITNESS WHEREOF, Assignor and Assignee have each caused this Assignment to be executed by its duly authorized representative as of the day and year first above written.

Dated: December 1, 2016

PIVOT POINT CONSULTING, LLC,
as Assignor

By: _____
Name: David Scott
Title: Manager

Dated: December 1, 2016

VACO HEALTHCARE, LLC,
as Assignee

By: 
Name: Todd Sweat
Title: Chief Financial Officer

{Signature Page to the Trademark Assignment}

IN WITNESS WHEREOF, Assignor and Assignee have each caused this Assignment to be executed by its duly authorized representative as of the day and year first above written.

Dated: December 1, 2016

PIVOT POINT CONSULTING, LLC,
as Assignor

By: David V. Scott
Name: David Scott
Title: Manager

Dated: December 1, 2016

VACO HEALTHCARE, LLC,
as Assignee

By: _____
Name: Todd Sweat
Title: Chief Financial Officer

[Signature Page to the Trademark Assignment]

**SCHEDULE A
ASSIGNED MARKS**

Trademark or Domain Name	Type	Number	Jurisdiction
Pivot Point Logo	U.S. Registration	4,380,276	U.S.
PIVOT POINT CONSULTING with design (Pivot Point Logo)	U.S. Registration	4,541,621	U.S.
PIVOT POINT with design (Pivot Point Logo)	U.S. Registration	4,818,273	U.S.
PIVOT POINT CONSULTING (word mark)	U.S. Registration	4,541,476	U.S.
PIVOT POINT TECHNOLOGIES with design (Pivot Point Logo)	U.S. Application	85/816,075	U.S.
pivotpointconsulting.com	Domain Name Registration	N/A	N/A