

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM414622

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Telcare, Inc.		12/01/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Telcare Acquisition, LLC		
Street Address:	150 Baker Avenue Extension		
Internal Address:	Suite 300		
City:	Concord		
State/Country:	MASSACHUSETTS		
Postal Code:	01742		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	85905961	TELCARE	
Serial Number:	85257726	TELCARE	
Serial Number:	85257732	TELCARE BGM	
Serial Number:	86780308	AGILITI	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	stokesb@gtlaw.com		
Correspondent Name:	Bethany Stokes		
Address Line 1:	Greenberg Traurig		
Address Line 2:	One International Place, Suite 2000		
Address Line 4:	Boston, MASSACHUSETTS 02110		
NAME OF SUBMITTER:	Bethany Stokes		
SIGNATURE:	/Bethany Stokes/		
DATE SIGNED:	02/02/2017		
Total Attachments: 7			
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TRADEMARK ASSIGNMENT

This Trademark Assignment (this “**Trademark Assignment**”), dated as of December 1, 2016 is by and between Telcare Acquisition, LLC, having offices at 150 Baker Avenue Extension, Suite 300, Concord, Massachusetts 01742 (“**Assets Buyer**”), and Telcare, Inc., having offices at 2 Bethesda Metro Center, Suite 1350, Bethesda, Maryland 20814 (“**Seller**”). Assets Buyer and Seller are sometimes referred to herein individually as a “**Party**” and collectively as the “**Parties**”.

RECITALS

WHEREAS, Seller is the owner in the applicable jurisdiction of the trademark registrations and applications set forth on Schedule A attached hereto and made part hereof (collectively, the “**Acquired Trademarks**”);

WHEREAS, Assets Buyer and Seller have entered into that certain Share and Asset Purchase Agreement, dated as of the date hereof (the “**Share and Asset Purchase Agreement**”); and

WHEREAS, in connection with the Share and Asset Purchase Agreement, Assets Buyer has agreed to acquire from Seller and Seller has agreed to sell, transfer, convey, assign and deliver to Assets Buyer all of Seller’s rights, title and interest in and to the Acquired Trademarks, together with the goodwill of the business associated with and symbolized by the Acquired Trademarks.

NOW, THEREFORE, in consideration of the mutual benefits to be derived from this Trademark Assignment and of the representations, warranties, conditions, agreements and promises contained in the Share and Asset Purchase Agreement and this Trademark Assignment, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

- 1. Conveyance and Acceptance.** Seller hereby sells, transfers, conveys, assigns and delivers to Assets Buyer, its successors, legal representatives, and assigns all right, title and interest in and to the Acquired Trademarks and Assets Buyer hereby purchases and accepts from Seller the Acquired Trademarks. The Acquired Trademarks include (a) any word, name, symbol, color, designation or device or any combination thereof for use in the course of trade, including any trademark, registered trademark, application for registration of trademark, service mark, trade dress, brand mark, trade name, registered trade name, application for registration of trade name, brand name, domain name, logo or business symbol, including all common law rights therein, (b) all proceeds, benefits, privileges, causes of action, and remedies relating to the Acquired Trademarks, all rights to bring an action, whether at law or in equity, for infringement or other violation of the Acquired Trademarks against any third party, all rights to recover damages, profits and injunctive relief for infringement or other violation of the Acquired Trademarks, and (c) all goodwill of the business associated with and symbolized by the Acquired Trademarks.

2. **Recordation.** Seller hereby authorizes the United States Commissioner of Patents and Trademarks and, as appropriate, the respective patent office or other governmental authority in each jurisdiction other than the United States, to record this Assignment.
3. **Further Assurances.** Seller agrees to take such further action and to execute and deliver such additional instruments and documents as Assets Buyer may reasonably request to carry out and fulfill the purposes and intent of this Trademark Assignment including signing all papers and documents, taking all lawful oaths and doing all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of trademarks or applications of Acquired Trademarks.
4. **Counterparts.** This Trademark Assignment may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement. Delivery of an executed counterpart of a signature page of this Trademark Assignment by facsimile or other electronic transmission shall be effective as delivery of a manually executed original counterpart of this Trademark Assignment.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have caused this Trademark Assignment to be executed as of the date first written above.

ASSETS BUYER:

TEL CARE ACQUISITION, LLC

By 

Name: Peter Ferola

Title: Secretary

[Signature Page to Trademark Assignment]

TRADEMARK
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SELLER:

TELCARE, INC.

By Paula Lickay
Name: Paula Lickay
Title: CEO

[Signature Page to Trademark Assignment]

TRADEMARK
REEL: 005977 FRAME: 0559

STATE OF Pennsylvania }
COUNTY OF Chester }^{ss}

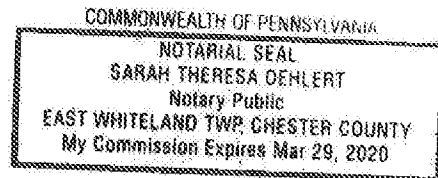
On this 30 day of November, 2016, before me personally appeared Peter Ferola, to me personally known, who, being duly sworn, did say that he/she is the Secretary of BioTelemetry Care Management, LLC and that he/she duly executed the foregoing instrument for and on behalf of BioTelemetry Care Management, LLC being duly authorized to do so and that said individual acknowledged said instrument to be the free act and deed of said company.

Sarah Theresa Oehlert

Notary Public

Expiration Date:

3/29/2020



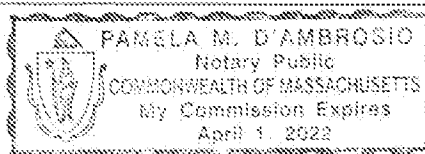
[Signature Page to Trademark Assignment]

TRADEMARK
REEL: 005977 FRAME: 0560

STATE OF Massachusetts)
) ss Concord
COUNTY OF Middlesex)

On this 30 day of November, 2016, before me personally appeared Paula LeClair, to me personally known, who, being duly sworn, did say that he/she is the Seller of Telcare, Inc. and that he/she duly executed the foregoing instrument for and on behalf of Telcare, Inc. being duly authorized to do so and that said individual acknowledged said instrument to be the free act and deed of said company.

Pamela D'Ambrosio
Notary Public
Expiration Date:



[Signature Page to Trademark Assignment]

TRADEMARK
REEL: 005977 FRAME: 0561

SCHEDULE A

ACQUIRED TRADEMARKS

- | | |
|----------------------------|-------------------------|
| 1. Telcare (Stylized Logo) | Serial Number: 85905961 |
| 2. Telcare | Serial Number: 85257726 |
| 3. Telcare BGM | Serial Number: 85257732 |
| 4. Agiliti | Serial Number: 86780308 |