

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM414340

<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>
American CareSource Holdings, Inc.		12/22/2016	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	HealthSmart Benefit Solutions, Inc.		
<b>Street Address:</b>	222 W. Las Colinas Blvd., Suite 600N		
<b>City:</b>	Irving		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75039		
<b>Entity Type:</b>	Corporation: ILLINOIS		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4733840	ANCILLARY CARE SERVICES	
<b>Registration Number:</b>	4409413		
<b>Registration Number:</b>	4376923	DIASOURCE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>Email:</b>	ipdocket@manatt.com		
<b>Correspondent Name:</b>	Manatt, Phelps & Phillips, LLP		
<b>Address Line 1:</b>	11355 W. Olympic Blvd.		
<b>Address Line 2:</b>	Attn. IP Docket and Markus Hopkins		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90064		
<b>NAME OF SUBMITTER:</b>	Markus Hopkins		
<b>SIGNATURE:</b>	/Markus Hopkins/		
<b>DATE SIGNED:</b>	01/31/2017		
<b>Total Attachments: 4</b>			
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## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Trademark Assignment"), is executed and delivered effective as of December 16, 2016, by American CareSource Holdings, Inc., a Delaware corporation (the "Seller"), as assignor, for the benefit of HealthSmart Benefit Solutions, Inc., an Illinois corporation (the "Purchaser Assignee"), as assignee, pursuant to the terms of that certain Asset Purchase Agreement, dated as of June 15, 2016, by and between the Seller, certain subsidiaries of Seller and HealthSmart Preferred Care II, L.P., a Texas limited partnership (the "Purchaser") (as modified by an Amendment No. 1 to Asset Purchase Agreement dated on or about the date hereof among such parties and the Purchaser Assignee, such agreements being collectively, the "Purchase Agreement"). Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to them in the Purchase Agreement.

WHEREAS, under the terms of the Purchase Agreement, the Seller has conveyed, transferred and assigned to the Purchaser Assignee, among other assets, certain intellectual property of the Seller, and has agreed to execute and deliver this Trademark Assignment, for recording with governmental authorities including, but not limited to, the US Patent and Trademark Office.

NOW THEREFORE, the Seller agrees as follows:

1. Assignment. FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, the Seller hereby irrevocably conveys, transfers and assigns to the Purchaser Assignee, all of the Seller's right, title and interest in and to the trademark registrations and applications set forth in Schedule 1 hereto, together with the goodwill connected with the use of and symbolized thereby and all issuances, extensions and renewals thereof (the "Trademarks"), and any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages. The Purchaser Assignee hereby acknowledges receipt of the entire right, title and interest in and to the Trademarks.

2. Recordation and Further Actions. The Seller authorizes the Commissioner for Trademarks and any other governmental officials to record and register this Trademark Assignment upon request by the Purchaser Assignee. The Seller shall, at any time and from time to time, upon written request therefor, take such steps and actions, including the execution of any documents, files, registrations or other similar items, that may be reasonably necessary to ensure that the Trademarks are properly assigned to the Purchaser Assignee in the applicable jurisdictions.

3. Counterparts. This Trademark 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 Trademark 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 Trademark Assignment.

4. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5. Governing Law. The provisions hereof shall be governed and interpreted in all respects pursuant to the substantive laws of the State of Texas without regard to its conflict of laws principles.

*[signature page follows]*

IN WITNESS WHEREOF, the Seller has duly executed and delivered this Trademark Assignment to be effective as of the date first above written.

**AMERICAN CARESOURCE HOLDINGS, INC.**, a Delaware corporation

By: [Signature]  
Name: Adam Winger  
Title: President & CEO

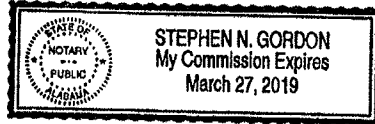
State of Alabama

County of Jefferson

This instrument was acknowledged before me on December 22, 2016 (date) by

Adam Winger (name of person) who made and acknowledged making his/her mark on the instrument in my presence and in the presence of two persons who have signed below.

[Signature]  
(Signature of Notary Public)  
(Seal)



Laurel Swartz  
(Signature and Address of Witness)


[Signature]  
(Signature and Address of Witness)

420 20th Street No., Ste 1400  
Birmingham, AL 35203

420 20th Street North, Ste 1400  
Birmingham, AL 35203

[Signature page to Trademark Assignment]

**SCHEDULE 1**  
**TRADEMARKS REGISTRATIONS**

<u>Trademark</u>	<u>Jurisdiction</u>	<u>Registration No.</u>	<u>Registration Date</u>
ANCILLARY CARE SERVICES	US	4733840	May 12, 2015
 Ancillary Care Services Logo	US	4409413	October 1, 2013
DiaSource	US	4376923	July 30, 2013