

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM417520

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
regAction, Inc.		02/14/2017	Corporation: TEXAS
RECEIVING PARTY DATA			
Name:	Medgate Inc.		
Street Address:	250 Bloor Street East		
Internal Address:	9th Floor		
City:	Toronto, Ontario		
State/Country:	CANADA		
Postal Code:	M4W 1E5		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	3682614	REGACTION	
Registration Number:	2834508	WEBCMS	
Registration Number:	2866682	WEBWMS	
Registration Number:	2938795	WEBEMS	
Registration Number:	3012852	WEBDMR	
Registration Number:	3084938	WEBEI	
Registration Number:	3298009	WEBPOTW	
Registration Number:	3743764	WEBCO2+	
CORRESPONDENCE DATA			
Fax Number:	2123553333		
<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:	2128138800		
Email:	NY-TM-Admin@goodwinprocter.com		
Correspondent Name:	GOODWIN/Janis Nici		
Address Line 1:	620 Eighth Avenue		
Address Line 4:	New York, NEW YORK 10018		
NAME OF SUBMITTER:	Janis Nici		

OP \$215.00 3682614

SIGNATURE:	/janis nici/
DATE SIGNED:	02/27/2017
Total Attachments: 5 source=regaction to medgate#page1.tif source=regaction to medgate#page2.tif source=regaction to medgate#page3.tif source=regaction to medgate#page4.tif source=regaction to medgate#page5.tif	

TRADEMARK RIGHTS ASSIGNMENT

THIS TRADEMARK RIGHTS ASSIGNMENT (this “**Trademark Assignment**”) is made effective this 14th day of February, 2017, by and among Medgate Inc., a corporation organized under the *Business Corporations Act* (British Columbia) (the “**Buyer**”), and regAction, Inc., a Texas corporation (the “**Seller**”).

RECITALS

WHEREAS, the Seller possesses certain rights in and to the trademarks and trademark applications (and trademarks issuing on such applications) set forth in Exhibit A attached hereto and incorporated herein by reference, and any proprietary information, included, described and/or claimed in such trademarks and trademark applications (collectively, the “**Trademarks**”);

WHEREAS, pursuant to the Asset Purchase Agreement, dated as of the date hereof, by and among the Buyer, the Seller, Medgate Holdings, Inc. and Medgate America Corp. (the “**Purchase Agreement**”), the Seller transferred, sold and conveyed to the Buyer certain Assets (as defined in the Purchase Agreement), including the Trademarks;

WHEREAS, the Seller now wishes to assign and confirm the assignment of the Trademarks to the Buyer, and the Buyer is desirous of acquiring the Trademarks from the Sellers; and

WHEREAS, the execution and delivery of this Trademark Assignment is a condition to closing under the Purchase Agreement.

NOW, THEREFORE, in consideration of the premises set forth above and in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. The Seller hereby confirms that it has assigned, conveyed, and transferred and does hereby assign, convey and transfer unto the Buyer and its successors, assigns, and legal representatives, the Seller’s entire right, title and interest in and throughout the world in and to the Trademarks (including any and all trademark term extensions, reissues, reexaminations, and other extensions or supplementations thereof) to the full end of the term for which said trademarks have been granted as fully and entirely as the same would have been held by the Seller had this assignment not been made; and the Seller hereby conveys all of its rights in and to the Trademarks arising under or pursuant to any and all United States laws and international agreements, treaties, or national laws relating to the protection of trademark rights, including but not limited to any cause(s) of action and damages accruing prior to this Trademark Assignment.

2. The Seller hereby further agrees for itself and its successors, assigns, agents, and legal representatives to execute upon request any other lawful documents and likewise to perform any other lawful acts which may be deemed necessary to secure fully the rights in the Trademarks to the Buyer, its successors, assigns, and legal representatives, and generally do everything possible to aid the Buyer, its successors, assigns and legal representatives to obtain, record, maintain, and enforce full protection for the Trademarks in all countries, but in each instance at the Buyer’s expense.

3. The Seller hereby represents and warrants (i) that it has not assigned, sold, hypothecated, conveyed, licensed or otherwise transferred to anyone other than the Buyer any right, title or interest in or to any of the Trademarks or any right of any type to practice the same or to make, use, sell, offer for sale or import anything embodying or utilizing any of the Trademarks, (ii) that it has good right to assign the

Trademarks without encumbrance, (iii) that, following the effective date of this Trademark Assignment, the Buyer shall have all rights, title and interest in and to the Trademarks that the Seller had at any time prior to such effective date, and (iv) all inventors who had any obligation to assign any right, title or interest in or to any of the Trademarks to the Seller have assigned any and all such right, title and interest to the Seller by written agreement.

4. The Seller hereby authorizes the Director of the United States Patent & Trademark Office, and the empowered officials of all other governments whose duty it is to record trademarks, applications and title thereto, to record the Trademarks and title thereto as the property of the Buyer, its successors, assigns, or legal representatives in accordance with the terms of this Trademark Assignment.

5. This Trademark Assignment shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

6. 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.

7. This Trademark Assignment may not be assigned by any party without the prior written consent of the other party; provided, however, that the Buyer may collaterally assign its rights and remedies hereunder in connection with any indebtedness of the Buyer or its affiliates. Subject to the foregoing, this Trademark Assignment shall be binding upon and enforceable by, and shall inure to the benefit of, the parties hereto and their respective successors and permitted assigns.

8. This Trademark Assignment may not be amended or modified, nor may compliance with any condition or covenant set forth herein be waived, except by a writing duly and validly executed by each party hereto, or in the case of a waiver, the party waiving compliance.

Remainder of page intentionally left blank.

REGACTION, INC.

By: YIA X
Name: Frank Ivoska
Title: President

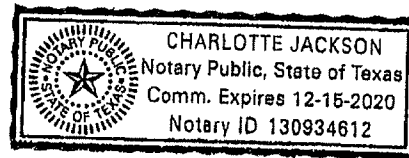
NOTARIZATION

On this 14 day of February, 2017, before me, the undersigned Notary Public, personally appeared Frank Ivoska, proved to me through satisfactory evidence of identification, which was/were TX ID, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief. The above-indicated individual is duly authorized to execute this document singly on behalf of regAction, Inc. and executed this document of his/her own free will.

Charlotte Jackson
Signature of Notary

(Seal)

My Commission Expires: 12-15-20



MEDGATE INC.

By: Mark Wallace

Name: Mark Wallace

Title: President

NOTARIZATION

On this ___ day of _____, 2017, before me, the undersigned Notary Public, personally appeared Mark Wallace, proved to me through satisfactory evidence of identification, which was/were Ontario drivers license, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief. The above-indicated individual is duly authorized to execute this document singly on behalf of Medgate Inc. and executed this document of his/her own free will.

Samira
Signature of Notary

(Seal)

My Commission Expires: DOES NOT EXPIRE

Exhibit A

Trademarks

Title	Registration Number	Serial Number	Status
regAction	3682614	77668890	Live
webCMS	2834508	78223730	Live
webWMS	2866682	78226850	Live
webEMS	2938795	78183010	Live
webDMR	3012852	78224267	Live
webEI	3084938	78576641	Live
webPOTW	3298009	78935736	Live
webCO2+	3743764	77615794	Live