

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM437061

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Needles, Inc.		07/21/2017	Corporation: MARYLAND
Bryan Billig		07/21/2017	INDIVIDUAL:
RECEIVING PARTY DATA			
Name:	Trialworks LLC		
Street Address:	1550 Madruga Avenue		
Internal Address:	Suite 508		
City:	Coral Gables		
State/Country:	FLORIDA		
Postal Code:	33146		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1994146	NEEDLES	
CORRESPONDENCE DATA			
Fax Number:	7349302494		
<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:	7349302488		
Email:	ipfilings@bodmanlaw.com		
Correspondent Name:	Susan M. Kornfield - Bodman PLC		
Address Line 1:	201 South Division, Suite 400		
Address Line 4:	Ann Arbor, MICHIGAN 48104		
NAME OF SUBMITTER:	Susan M. Kornfield		
SIGNATURE:	/Susan M. Kornfield/		
DATE SIGNED:	07/25/2017		
Total Attachments: 5			
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OP \$40.00 1994146

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “**Agreement**”) is made and entered into as of July 21, 2017, between (i) Trialworks LLC, a Delaware limited liability company (“**Purchaser**”), (ii) Bryan Billig (the “**Owner**”), and (iii) Needles, Inc., a Maryland corporation (“**Seller**” and, together with Purchaser and the Owner, the “**Parties**” and each, a “**Party**”). Capitalized terms used herein but not otherwise defined herein shall have the meaning given to such terms in the Asset Purchase Agreement, dated July 21, 2017 by and among Purchaser, the Owner and Seller (the “**Purchase Agreement**”).

WHEREAS, pursuant to the Purchase Agreement, Seller has agreed to assign to Purchaser, and Purchaser has agreed to accept, the Assigned Intellectual Property from Seller.

NOW, THEREFORE, in consideration of these premises, the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, each Party hereto, intending to be legally bound, hereby agrees as follows:

1. Assignment of Intellectual Property Rights. Subject to the terms of the Purchase Agreement, Seller hereby sells, conveys, assigns, transfers and delivers to Purchaser and its successors and assigns forever, all of Seller’s right, title, and interest throughout the world in and to all of the Assigned Intellectual Property (including without limitation all Assigned Intellectual Property set forth on Schedule A hereto), including any right, title and interest in, to or under any trade names, trade secrets, copyrights, licenses, information, proprietary rights, or processes included among the Assigned Intellectual Property, and the goodwill associated therewith, rights under and remedies against infringement of any of the foregoing, all income, royalties, and damages hereafter due or payable to Seller with respect to any of the foregoing, all rights to sue for past, present, and future infringement or misappropriations of the foregoing, and rights to protection of interests in any of the foregoing, the same to be held and enjoyed by Purchaser for its own use and for the use of its successors and assigns. To the extent any Assigned Intellectual Property are held by the Owner or Affiliates of Seller or the Owner, Seller and the Owner shall use reasonable best efforts to cause such Assigned Intellectual Property to be conveyed, assigned, transferred and delivered to Purchaser, and such Assigned Intellectual Property (and all right, title and interest therein) shall be deemed to be conveyed, assigned, transferred and delivered to Seller and then conveyed, assigned, transferred and delivered to Purchaser.

2. Execution. Upon request, each of Seller and Owner agree to execute and deliver any additional documents or agreements as are reasonably necessary or appropriate to effect and consummate the transactions contemplated hereby, provided that such documents or agreements are consistent with the terms or purposes of this Agreement, and do not increase Seller’s or Owner’s obligations hereunder or under the Purchase Agreement or subject Seller or Owner to additional liability not otherwise contemplated by this Agreement or the Purchase Agreement.

3. Conflicts. This Agreement is not intended to alter the obligations of the parties to the Purchase Agreement. To the extent there is a conflict between the terms and conditions

of this Agreement and the Purchase Agreement, the terms and conditions of the Purchase Agreement will govern. A party's remedies with respect to any claim arising from a breach of this Agreement shall be as set forth in the Purchase Agreement.

4. Headings. The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

5. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and it shall not be necessary in making proof of this Agreement or the terms hereof to produce or account for more than one of such counterparts. The exchange of copies of this Agreement and of signature pages by facsimile transmission or other electronic means shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile or other electronic means, including PDF format, shall be deemed to be their original signatures for any purposes whatsoever.

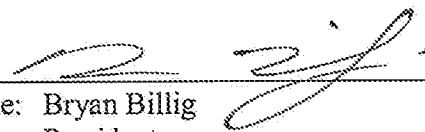
6. Governing Law. The interpretation and construction of this Agreement, and all matters relating thereto, shall be governed by the laws of the State of Delaware without giving effect to the principles of conflicts of laws.

[The remainder of the page has been intentionally left blank.]

IN WITNESS WHEREOF, the Parties caused this Agreement to be executed by their duly authorized representatives as of the day and year first above written.

SELLER:

NEEDLES, INC.


By: 
Name: Bryan Billig
Title: President

PURCHASER:

TRIALWORKS LLC

By: _____
Name: Michael Mager
Title: Manager

OWNER:

By: 
Name: Bryan Billig

IN WITNESS WHEREOF, the Parties caused this Agreement to be executed by their duly authorized representatives as of the day and year first above written.

SELLER:

NEEDLES, INC.

By: _____

Name: Bryan Billig

Title: President

PURCHASER:

TRIALWORKS LLC

By:  _____

Name: Michael Mager

Title: Manager

OWNER:

By: _____

Name: Bryan Billig

Schedule A

Copyrights

Title	Reg. No.	Reg. Date
Needles 5.0 Alpha	TX0008158195	4/22/15
Needles 5.	TXu002018618	5/20/16

Patents

None.

Trademarks

Mark	App. No.	Filing Date	Reg. No.	Reg. Date
NEEDLES	74/605845	12/2/94	1,994,146	8/13/96