

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM497752

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Datawing Software, LLC		10/12/2018	Limited Liability Company: OREGON
RECEIVING PARTY DATA			
Name:	ACS Orange Acquisition, LLC		
Street Address:	500 Southborough Drive		
City:	South Portland		
State/Country:	MAINE		
Postal Code:	04106		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2249457	ELIGIBILITY MANAGER	
Registration Number:	3405206	DATAWING SOFTWARE	
CORRESPONDENCE DATA			
Fax Number:	8772485100		
<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:	9193216245		
Email:	neal@ti-law.com		
Correspondent Name:	Neal Wolgin		
Address Line 1:	PO Box 49309		
Address Line 4:	Charlotte, NORTH CAROLINA 28277		
NAME OF SUBMITTER:	Neal Wolgin		
SIGNATURE:	/nw/		
DATE SIGNED:	11/12/2018		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

This Trademark Assignment (this “Trademark Assignment”) is effective as of October 12, 2018 and is between DataWing Software, LLC, an Oregon limited liability company (the “Assignor”) and ACS Orange Acquisition, LLC, a Delaware limited liability company (the “Assignee”).

RECITALS

A. The Assignor is the owner of the trademarks set forth on Schedule A hereto, together with the goodwill of the business associated therewith (collectively referred to as the “Marks”);

B. Pursuant to the terms of that certain Asset Purchase Agreement dated as of the date hereof by and among the Assignor, the Assignee and certain other parties thereto (the “Purchase Agreement”), the Assignor has agreed to transfer all of its right, title and interest in and to the Marks to the Assignee;

C. In connection with the Purchase Agreement, the Assignor has agreed to transfer substantially all of the assets of the business to which the Marks relate, and that such business is ongoing; and

D. The Assignor desires to assign all of its right, title and interest in and to the Marks to the Assignee and the Assignee desires to acquire the Marks.

AGREEMENTS

For the good and valuable consideration set forth in the Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, the Assignor and the Assignee hereby agree as follows:

1. The Assignor does hereby irrevocably sell, assign, transfer, covey and deliver to the Assignee, its successors and permitted assigns, all right, title and interest, in and to the Marks, and all of the goodwill of the business associated with the Marks, together with that portion of Assignor’s business to which the Marks pertain,, and all registrations and pending applications for the Marks and any renewals of the registrations, in all countries throughout the world, for the Assignee’s own use and enjoyment, and for the use and enjoyment of the Assignee’s successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this Trademark Assignment had not been made together with all causes of action for any and all previously occurring infringement of the rights being assigned and the right to receive and retain the proceeds relating to those infringements.

2. The Assignor hereby requests the Commissioner for Trademarks at the United States Patent and Trademark Office (the “Commissioner”), as well as his or her counterparts at the corresponding entities or agencies in any country or jurisdiction that may exercise authority over any of the Marks, to record this Trademark Assignment. The Assignor hereby further requests the Commissioner and his or her non-US counterparts to issue any and all trademark registrations

resulting from applications among the Marks or derived therefrom to the Assignee as assignee of the entire interest therein.

3. This Trademark Assignment is in all respects subject to the provisions of the Purchase Agreement and is not intended in any way to supersede, limit, qualify or expand any provision of the Purchase Agreement.

4. Upon reasonable request by the Assignee, the Assignor will execute further papers (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation) and to do such other acts as may be necessary or reasonably requested by the Assignee to vest full title in and to All Marks in the Assignee or which may be necessary to obtain, renew, issue or enforce All Marks. Assignor hereby authorizes Assignee, and does hereby make, constitute and appoint Assignee, and its officers, agents, successors and assigns with full power of substitution as the Assignor's true and lawful attorney-in-fact, with power, in Assignee's own name or the name of Assignor, to execute any such further papers; provided, that Assignee shall not execute any such further papers unless Assignor has failed to do so within 5 business days of Assignee's delivery to Buyer of a written request therefor.

5. This Trademark Assignment may be executed in any number of counterparts (including by means of facsimile and electronically transmitted portable document format (pdf) signature pages), each of which shall be an original but all of which together shall constitute one and the same instrument.

6. This Trademark Assignment shall be governed by and construed in accordance with the domestic 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) that would cause the application of the laws of any jurisdiction other than the State of Delaware.

7. No amendment of any provision of this Trademark Assignment shall be valid unless the same shall be in writing and signed by the Assignor and the Assignee. No waiver by any party of any provision of this Trademark Assignment or any default or breach of covenant hereunder, whether intentional or not, shall be valid unless the same shall be in writing and signed by the party against whom the waiver is to be effective nor shall such waiver be deemed to extend to any prior or subsequent default or breach of covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

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

* * *

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Trademark Assignment to be executed as of the date first set forth above.

ASSIGNOR:

ASSIGNEE:

DATAWING SOFTWARE, LLC

ACS ORANGE ACQUISITION, LLC

By: _____

Name: Gerald R. Porter


Its: Member

Address for Notices:

3404 NE 25th Ave

Portland, OR 97212

Email: jerry@datawingsoftware.com

By:  _____

Name: Scott Sanner

Its: President and Chief Executive Officer

Address for Notices:

c/o Orange Health Solutions, Inc. d/b/a Citra
Health Solutions

500 Southborough Drive,
South Portland, ME 04106

Email: ssanner@citrahealth.com

and

c/o Great Point Partners, LLC

165 Mason Street, 3rd Floor

Greenwich, CT 06830

Attention: Adam B. Dolder and Bret
Tenenhaus

Fax: (203) 971-3320

Email: adolder@greatpointpartnersllc.com;
btenenhaus@gppfunds.com

TRADEMARK

REEL: 006479 FRAME: 0920

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ASSIGNEE:

DATAWING SOFTWARE, LLC

ACS ORANGE ACQUISITION, LLC

By: _____

Name: Gerald R. Porter

Its: Member

Address for Notices:

3404 NE 25th Ave

Portland, OR 97212

Email: jerry@datawingsoftware.com

By: _____

Name: Scott Sanner

Its: President and Chief Executive Officer

Address for Notices:

c/o Orange Health Solutions, Inc. d/b/a Citra
Health Solutions

500 Southborough Drive,
South Portland, ME 04106

Email: ssanner@citrahealth.com

and

c/o Great Point Partners, LLC

165 Mason Street, 3rd Floor

Greenwich, CT 06830

Attention: Adam B. Dolder and Bret
Tenenhaus

Fax: (203) 971-3320

Email: adolder@greatpointpartnersllc.com;

btenenhaus@gppfunds.com

TRADEMARK

REEL: 006479 FRAME: 0921

Schedule A

Trademarks subject to US Federal Applications and Registrations

Mark	Serial Number [Filing Date]	Registration Number [Registration Date]
Eligibility Manager	75455455 [March 24, 1998]	2249457 [June 1, 1999]
DataWing Software	77266309 [August 28, 2007]	3405206 [April 1, 2008]