

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM529296

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Infian, LLC		01/02/2018	Limited Liability Company: VIRGINIA
RECEIVING PARTY DATA			
Name:	Constellation Homebuilder Systems Corp.		
Street Address:	75 Frontenac Drive, West Wing		
City:	Markham, Ontario		
State/Country:	CANADA		
Postal Code:	L3R6H2		
Entity Type:	Corporation: ONTARIO		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4360180	INFIAN	
Registration Number:	4360155	I INFIAN	
CORRESPONDENCE DATA			
Fax Number:	2156894934		
<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:	215-979-1191		
Email:	nkmclaughlin@duanemorris.com		
Correspondent Name:	Nicole K. McLaughlin, Duane Morris LLP		
Address Line 1:	30 South 17th Street		
Address Line 4:	PHILADELPHIA, PENNSYLVANIA 19103-4196		
ATTORNEY DOCKET NUMBER:	G2706-00151		
DOMESTIC REPRESENTATIVE			
Name:	Nicole K. McLaughlin		
Address Line 1:	Duane Morris LLP, 30 S. 17th St.		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103-4196		
NAME OF SUBMITTER:	Nicole K. McLaughlin		
SIGNATURE:	/Nicole K. McLaughlin/		

CH \$65.00 4360180

DATE SIGNED:	06/26/2019
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Total Attachments: 5
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Agreement"), dated as of January 2, 2018, is by and between Constellation Homebuilder Systems Corp., an Ontario corporation (the "IP Purchaser"), and Infian, LLC, a Virginia limited liability company (the "Seller"), pursuant to an Asset Purchase Agreement dated as of the date hereof, by and among the Seller, the Business Purchaser, Constellation Homebuilder Systems Corp., Guarnieri Investments, LLC, Health Informatics, Inc., and Elizabeth Guarnieri (the "Purchase Agreement"). Initially capitalized terms used and not otherwise defined herein shall have the meanings given to them in the Purchase Agreement.

WITNESSETH:

WHEREAS, the Purchase Agreement provides for, among other things, the sale, transfer, assignment, conveyance and delivery to IP Purchaser of the Assets described in Section 2.1 of the Purchase Agreement (the "IP Assets") for the consideration and on the terms and conditions set forth in the Purchase Agreement; and

WHEREAS, the parties desire to carry out the foregoing and the intent and purpose of the Purchase Agreement by the execution and delivery of this Agreement evidencing the vesting in IP Purchaser of all right, title and interest in and to the IP Assets;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Seller and the IP Purchaser agree as follows:

1. The Seller hereby sells, transfers, assigns, conveys and delivers to IP Purchaser, its successors and assigns, all of the Seller's right, title and interest in and to the IP Assets, together with the goodwill associated therewith, all in the manner described in the Purchase Agreement.
2. The Seller hereby constitutes and appoints the IP Purchaser, its successors and assigns, as the Seller's true and lawful attorney, with full power of substitution, in such Seller's name and stead, but on behalf and for the benefit of IP Purchaser, its successors and assigns, to demand and receive any and all of the IP Assets and to give receipts and releases for and in respect of the same and any part thereof.
3. The IP Purchaser hereby accepts the assignment of the IP Assets as consideration of the Purchase Price.
4. Subject to the terms and provisions of the Purchase Agreement, the Seller hereby covenants that it shall do, execute and deliver any and all such further acts and instruments that IP Purchaser may reasonably request in order to more fully effectuate the Seller's sale, transfer, assignment, conveyance and delivery of the IP Assets to IP Purchaser and the vesting of title to the IP Assets in IP Purchaser as set forth herein.

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5. Subject to the terms and provisions of the Purchase Agreement, to the extent that title to the Software and Intellectual Property and any copies thereof may not vest in IP Purchaser by operation of law, all right, title, and interest therein are irrevocably assigned to IP Purchaser. Subject to the terms and provisions of the Purchase Agreement, all of the Software and Intellectual Property shall belong exclusively to IP Purchaser, with IP Purchaser having the exclusive right to obtain and to hold in its own name copyright registrations or such other protection as may be appointed to the subject matter and any extensions and renewals thereof. Each Seller agrees to give IP Purchaser, and any person designated by IP Purchaser, reasonable assistance required to perfect the rights defined in this paragraph.
6. The scope, nature and extent of the IP Assets are expressly set forth in the Purchase Agreement. Nothing herein contained will itself change, amend, extend, or alter (nor should it be deemed or construed as changing, amending, extending, or altering) the terms or conditions of the Purchase Agreement in any manner whatsoever. This Agreement does not create or establish rights, liabilities, or obligations not otherwise created or existing under or pursuant to the Purchase Agreement. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement will not be superseded hereby but will remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms of this Agreement, the terms of the Purchase Agreement will govern.
7. The parties further agree that the Seller will, free of charge, execute and deliver all such further papers as may be reasonably necessary, including original applications and applications for renewal, extension or reissue of trademark registrations, or copyright registrations, in any and all countries, to vest title thereto in IP Purchaser, their successor, assigns, or nominees.
8. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original but all counterparts shall constitute but one instrument. Facsimile transmission or Portable Document Format execution and delivery of this Agreement is legal, valid and binding for all purposes.
9. This Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to the principles of conflicts of laws thereunder.
10. This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed as of the date first set forth above.

**CONSTELLATION HOMEBUILDER SYSTEMS
CORP.**

By: 

Name: Bonnie Wilhelm
Title: CFO

INFIAN LLC

By: 

Name: Elizabeth A. Guarnieri
Title: Manager

Signature page to IP Assignment Agreement

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REEL: 006678 FRAME: 0366

Trademarks

United States of America
United States Patent and Trademark Office

INFIAN

Reg. No. 4,360,180

Registered July 2, 2013

Int. Cls.: 9, 35 and 37

TRADEMARK

SERVICE MARK

PRINCIPAL REGISTER

INFIAN LLC (VIRGINIA LIMITED LIABILITY COMPANY), DBA INFIAN: HEALTH
INFORMATICS INTERNATIONAL; WHEAT SYSTEMS INTEGRATION
2810 NORTH PARKWAY ROAD, SUITE 220
RICHMOND, VA 23294

FOR: COMPUTER HARDWARE AND PERIPHERAL DEVICES AND COMPUTER SOFTWARE
FOR DATA COMMUNICATION AND TRANSLATING AND TRANSMITTING DATA SOLD
THEREWITH; COMPUTER HARDWARE AND PERIPHERALS; COMPUTER HARDWARE
AND SOFTWARE SYSTEMS FOR OPERATING AND CONTROLLING MEDICAL PATIENT
KIDNEY DIALYSIS SYSTEMS; VPN (VIRTUAL PRIVATE NETWORK) HARDWARE; WAN
(WIDE AREA NETWORK) HARDWARE; WIRELESS COMPUTER PERIPHERALS, IN CLASS
9 (U.S. CLS. 21, 23, 26, 36 AND 38).

FIRST USE 5-29-2012; IN COMMERCE 5-29-2012.

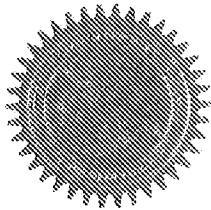
FOR: MEDICAL BILLING OUTSOURCING SERVICES; MEDICAL BILLING SUPPORT
SERVICES; TELECOMMUNICATIONS NETWORK MANAGEMENT SERVICES, NAMELY,
THE OPERATION AND ADMINISTRATION OF TELECOMMUNICATION SYSTEMS AND
NETWORKS FOR OTHERS, IN CLASS 35 (U.S. CLS. 100, 101 AND 102).

FIRST USE 5-29-2012; IN COMMERCE 5-29-2012.

FOR: CONSULTING IN THE FIELD OF MAINTENANCE AND REPAIR OF TELECOMMU-
NICATIONS NETWORK HARDWARE, APPARATUS, AND INSTRUMENTS; INSTALLATION,
REPAIR AND MAINTENANCE OF COMPUTERS AND COMPUTER PERIPHERALS; REPAIR
OR MAINTENANCE OF TELECOMMUNICATION MACHINES AND APPARATUS; TELE-
COMMUNICATION WIRING, IN CLASS 37 (U.S. CLS. 100, 103 AND 106).

FIRST USE 5-29-2012; IN COMMERCE 5-29-2012.

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PAR-
TICULAR FONT, STYLE, SIZE, OR COLOR.



Dominic Fathy
Attorney-in-Charge, Trademark Division, United States Patent and Trademark Office

SER. NO. 85-664,986, FILED 6-29-2012.

DOMINIC FATHY, EXAMINING ATTORNEY

United States of America
United States Patent and Trademark Office



Reg. No. 4,360,155
Registered July 2, 2013
Int. Cls.: 9, 35 and 37

TRADEMARK
SERVICE MARK
PRINCIPAL REGISTER

INFLIAN LLC (VIRGINIA LIMITED LIABILITY COMPANY), DBA INFLIAN; HEALTH
INFORMATICS INTERNATIONAL; WHEAT SYSTEMS INTEGRATION
2810 NORTH PARHAM ROAD, SUITE 220
RICHMOND, VA 23294

FOR: COMPUTER HARDWARE AND PERIPHERAL DEVICES AND COMPUTER SOFTWARE
FOR DATA COMMUNICATION AND TRANSLATING AND TRANSMITTING DATA SOLD
THEREWITH; COMPUTER HARDWARE AND PERIPHERALS; COMPUTER HARDWARE
AND SOFTWARE SYSTEMS FOR OPERATING AND CONTROLLING MEDICAL PATIENT
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(WIDE AREA NETWORK) HARDWARE; WIRELESS COMPUTER PERIPHERALS, IN CLASS
9 (U.S. CLS. 21, 23, 26, 36 AND 38).

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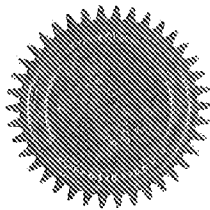
FOR: MEDICAL BILLING OUTSOURCING SERVICES; MEDICAL BILLING SUPPORT
SERVICES; TELECOMMUNICATIONS NETWORK MANAGEMENT SERVICES, NAMELY,
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REPAIR AND MAINTENANCE OF COMPUTERS AND COMPUTER PERIPHERALS; REPAIR
OR MAINTENANCE OF TELECOMMUNICATION MACHINES AND APPARATUS; TELE-
COMMUNICATION WIRING, IN CLASS 37 (U.S. CLS. 100, 103 AND 106).

FIRST USE 5-29-2012; IN COMMERCE 5-29-2012.

THE MARK CONSISTS OF THE ITALICIZED LETTER "I" STYLIZED TO SUGGEST THE
INFINITY SYMBOL FOLLOWED BY THE WORD "INFLIAN".



Dominic P. Fathy
Dominic P. Fathy, Esq.
Attorney at Law

SER. NO. 85-656,646, FILED 6-20-2012.

DOMINIC FATHY, EXAMINING ATTORNEY