

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM544715

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Zap IT! Medical, LLC		06/01/2016	Limited Liability Company: OHIO
RECEIVING PARTY DATA			
Name:	ZapIT Medical Physics, LLC		
Street Address:	2222 Sedwick Drive		
City:	Durham		
State/Country:	NORTH CAROLINA		
Postal Code:	27713		
Entity Type:	Limited Liability Company: NORTH CAROLINA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4732270	ZAPIT! MEDICAL	
Registration Number:	4720901	BETTER MEDICINE THROUGH COLLABORATION	
Registration Number:	4606939	ZAP2IT!	
Registration Number:	5070360	EQAR	
Registration Number:	4606938		
CORRESPONDENCE DATA			
Fax Number:	9498519348		
<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:	949-851-0633		
Email:	ipdocketorangecounty@mwe.com		
Correspondent Name:	Sarah E. Bro - McDermott Will & Emery		
Address Line 1:	18565 Jamboree Road, Suite 250		
Address Line 4:	Irvine, CALIFORNIA 92612		
ATTORNEY DOCKET NUMBER:	092889-0064		
NAME OF SUBMITTER:	Sarah E. Bro		
SIGNATURE:	/sarah e. bro/		
DATE SIGNED:	10/10/2019		

CH \$140.00 4732270

Total Attachments: 32

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ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this “**Agreement**”) is made as of June 1, 2016 at 12:01am EST (the “**Effective Date**”), by and among ZapIT Medical Physics, LLC, a North Carolina limited liability company (the “**Buyer**”), Zap IT! Medical, LLC, an Ohio limited liability company (the “**Seller**”), and the members and unit holders of the Seller set forth on the signature page(s) hereto (the “**Holder**”) and together with the Seller, the “**Seller Parties**”).

The Seller practice management software tools in medical imaging and radiation oncology (the “**Business**”). The Buyer is a member of the Eli Global family of companies and was recently formed to acquire and operate the Business. The Holders, as beneficial owners of the Seller, are willing to guaranty certain obligations of the Seller.

NOW, THEREFORE, in consideration of the mutual promises in this Agreement, the parties hereby agree as follows:

1. The Transaction.

1.1 Purchase and Sale of the Assets. Upon the terms and subject to the conditions of this Agreement, the Seller shall sell, transfer, assign and deliver to the Buyer, and the Buyer shall purchase, accept and receive, all of the Seller’s right, title and interest in and to the Assets and to carry on the business of the Seller.

1.2 The Assets. The term “**Assets**” means all of the tangible and intangible assets of the Seller, including without limitation, trade secrets, proprietary methods and systems, software programs, websites, customer lists, contact and account information for all past and current customers and distributors, vendor/service provider lists, marketing data, promotional materials, deposits with vendors, new products currently in development, as well as any plans for new products, excluding only the “**Excluded Assets**” (as defined below). For illustration and without limitation, the term “**Assets**” specifically includes the following:

- (a) all intellectual property rights held by Seller related to the Business including, without limitation, all software programs, copyrights, trademarks, service marks, trade secrets, trade dresses and goodwill related thereto;
- (b) the domain name registrations, web site content and URLs listed on Schedule 1.2(b) and related backend databases;
- (c) the inventory set forth on Schedule 1.2(c);
- (d) the contracts identified on Schedule 1.2(d) (the “**Contracts**”);
- (e) Seller’s accounts receivable;
- (f) the prepaid expenses set forth on Schedule 1.2(f); and
- (g) the office, computer and printing equipment, together with the Seller’s transferable rights in any and all installed software and warranties related to such fixed assets and installed software, identified on Schedule 1.2(g).

1.3 Excluded Assets. The assets to be transferred to the Buyer under this Agreement shall not include: (a) cash, cash equivalents or bank accounts of the Seller as of the date of closing, (b) all books and records of the Seller that the Seller is required by law to retain, so long as copies of such books and records are provided to the Buyer, (c) all returns, reports, notices, forms, and other documents relating to any taxes, (d) the rights which accrue or will accrue to Seller under this Agreement and (e) those assets listed on Schedule 1.3 (collectively, the “**Excluded Assets**”).

1.4 Purchase Price. The purchase price for the Assets (the "**Purchase Price**") shall consist of the following total consideration:

(a) [REDACTED]

Seller shall be fully responsible for ensuring that any distribution of any portion of the Purchase Price received by Seller is distributed to the Holders in accordance with the constituting documents of Seller.

1.5 Liabilities of the Seller.

(a) Assumed Liabilities. The Buyer hereby agrees to assume and agrees to perform, pay and discharge the following liabilities, obligations and commitments of the Seller (the "**Assumed Liabilities**"): (i) all obligations first arising under the Contracts after the Effective Date; (ii) the accounts payable and accrued expenses of Seller incurred or accrued prior to the Effective Date to the persons set forth on Schedule 1.5(a)(ii), and (iii) all obligations to perform arising from deferred income accounts set forth on Schedule 1.5(a)(iii).

(b) Excluded Liabilities. The Buyer shall have no obligation with respect to and the Seller shall be solely responsible for discharging all other liabilities or obligations of the Seller ("**Excluded Liabilities**").

1.6 Allocation of Purchase Price and Assumed Liabilities. The aggregate amount of the Purchase Price and the Assumed Liabilities shall be allocated among the Assets as set forth on Schedule 1.6. Buyer and the Seller each agree to be bound by Section 1060 of the Internal Revenue Code of 1986, as amended, and to file Form 8594 in a manner consistent with the Schedule 1.6 as may be updated or amended following the Closing by written agreement of Buyer and Seller.

1.7 The Closing. The closing (the "**Closing**") of the sale and transfer of the Assets by the Seller to the Buyer shall be deemed to occur upon the Seller's receipt of the portion of the Purchase Price pursuant to Section 1.4(a) above and the exchange of duly executed copies of the following documents:

[REDACTED]

2. Representations of the Seller. The Seller represents and warrants to the Buyer as follows:

2.1 Organization, Ownership and Authorization. The Seller is a limited liability company, validly existing and in good standing under the laws of the State of Ohio, and has all requisite power and authority to own its properties, to carry on its business as now being conducted, to execute and deliver this Agreement and the agreements contemplated herein, and to consummate the transactions contemplated hereby. The Seller is duly qualified to do business and is in good standing in all jurisdictions in which its ownership of property or the character of its business requires such qualification,

except where the failure to be so qualified would not, individually or in the aggregate, be reasonably expected to have a material adverse effect on the Assets or the financial condition or results of operations of the Seller as a whole (a “**Material Adverse Effect**”). The execution and delivery of this Agreement by the Seller, and the agreements provided for herein, and the consummation by the Seller of all transactions contemplated hereby, have been duly authorized by all requisite corporate action. No consents or approvals of, or notices to, third parties are required in connection with the consummation by the Seller of the transactions contemplated by this Agreement except as described in Schedule 2.1.

2.2 Ownership of the Assets. The Seller has good and marketable title to all of the Assets, free and clear of all mortgages, liens, liabilities, liens, pledges, charges or encumbrances (“**Encumbrances**”), other than liens, if any, that will be satisfied in full upon payment to the lender(s), if any, specified on Schedule 1.4(a).

2.3 Financial Statements. All financial information provided to Buyer which is listed on Schedule 2.3 is accurate and complete in all material respects and reflect the consistent application of Seller’s accounting principles across the periods covered thereby.

2.4 Litigation. The Seller is not a party to and has not been threatened with any litigation, suit, action, investigation, proceeding or controversy (collectively, a “**Claim**”) before any court, administrative agency or other governmental authority. The Seller is not in violation of or in default with respect to any judgment, order, writ, injunction, decree or rule of any court, administrative agency or governmental authority or any regulation of any administrative agency or governmental authority.

2.5 Change in Financial Condition and Assets. Since December 31, 2015, there has been no material change in the Seller’s business, which would reasonably be expected to have a Material Adverse Effect. The Seller has no knowledge of any existing or threatened occurrence, event or development, which would be reasonably expected to have a Material Adverse Effect.

2.6 Tax Matters. The Seller has filed all tax returns which are required to be filed by it and has paid all taxes, interest, penalties, assessments and deficiencies which have become due or which have been claimed to be due in connection with the Assets. All such returns were, as of the date of filing, and are, as of the date hereof, true, accurate and in compliance with all applicable laws and regulations.

2.7 Contracts. Schedule 1.2(d) contains a true, complete and correct list of the Seller’s contracts related to the business as currently conducted, except for any contracts involving commitments of the Seller of less than \$5,000 in any year and except for any contracts included on Schedule 1.3 (as Excluded Assets). Complete and accurate copies of all of the Contracts have been provided to the Buyer. Except as set forth on Schedule 2.7: (i) each Contract is a valid and binding agreement of the Seller, enforceable against the Seller in accordance with its terms; (ii) the Seller has fulfilled all material obligations required pursuant to the Contracts to have been performed by the Seller on its part prior to the date hereof; (iii) the Seller is not in breach of or default under any Contract; (iv) no Contract imposes any noncompetition, nonsolicitation or exclusivity obligations on the Seller or the Business.

2.8 Accounts Receivable. All of the accounts receivable included in the Assets arose from the sale of goods or services in the ordinary course of business and, are, to the Seller’s knowledge, collectible in full, except as described in Schedule 2.8.

2.9 Compliance with Laws.

(a) The Seller and each of its employees has all requisite licenses, permits and certificates from federal, state and local authorities and from any certifying or self-governing professional

organization necessary to conduct its business (collectively, the “**Permits**”). Schedule 2.9 sets forth a true, correct and complete list of all such Permits and, except as described in Schedule 2.9, all such Permits are freely transferrable to Buyer in accordance with the terms of this Agreement. The Seller is not in violation of any law, regulation or ordinance relating to its business. The Seller has not since January 1, 2014, received any notice or communication from any federal, state or local governmental, regulatory, or certifying authority (a “**Governmental Authority**”) or otherwise of any such violation or noncompliance.

(b) Without limitation of the representations set forth in Section 2.9(a): (a) the Seller is and has been in compliance with all laws with respect to the environment; (b) there has been no release or threatened release by Seller of any pollutant, contaminant or toxic or hazardous material, substance or waste, or petroleum or any fraction thereof, (each a “**Hazardous Substance**”) on, upon, into or from any site currently or heretofore owned, leased or otherwise used by the Seller; (c) there have been no Hazardous Substances generated by the Seller that have been disposed of, or come to rest at, any site that has been included in any published U.S. federal, state or local “superfund” site list or any other similar list of hazardous or toxic waste sites published by any Governmental Authority within or outside the United States; (d) to the best of Seller’s knowledge, there are no underground storage tanks located on, no polychlorinated biphenyls (“**PCBs**”) or PCB-containing equipment used or stored on, and no hazardous waste as defined by the Resource Conservation and Recovery Act, as amended, stored on, any site owned, leased or otherwise used by the Seller, except for the storage of hazardous waste in compliance with applicable law; and (e) the Seller has made available to Buyer true, complete and correct copies of all material environmental records, reports, notifications, certificates of need, Permits, pending permit applications, correspondence, engineering studies and environmental studies or assessments in the possession of the Seller or any of its representatives or advisors.

2.10 Absence of Certain Changes or Events. Since December 31, 2015, and except as described in Schedule 2.10, the Seller has not entered into any transaction which is not in the usual and ordinary course of business and, without limiting the generality of the foregoing, the Seller has not taken any of the following actions: (a) marketed its products and services in a manner other than in the usual and ordinary course of business; (b) collected accounts receivable in a manner other than in the usual and ordinary course of business; (c) experienced a material change in the outstanding balance or aging of accounts receivable; (d) conducted renewal programs other than in the usual and ordinary course of business (in particular, the Seller has not performed any blanket or advance renewal programs); (e) modified the sales price or entered into any promotional offers relating to its products or services other than in the usual and ordinary course of business; (f) failed to pay accounts payable when due; or (g) sold or otherwise disposed of any material assets.

2.11 Intellectual Property. Schedule 2.11 sets forth: (i) a true, correct and complete list of all United States and foreign patents, trade names, trademarks, trade name and trademark registrations, copyrights and copyright registrations, and applications for any of the foregoing, used or held for use by the Seller (the “**Intellectual Property**”); and (ii) a true, correct and complete list of all licenses or similar agreements or arrangements to which the Seller is a party, either as licensee or licensor, with respect to the Intellectual Property, and in which the Seller receives more than \$1 in consideration per year. The Seller is the sole and exclusive owner of all of the Intellectual Property. The Seller has received no notice of, and to the knowledge of the Seller and the Holders, neither the Seller nor the Holders have knowledge of any basis for, a claim against it that any of its operations, activities, products or publications infringes on any patent, trademark, trade name, copyright or other property right of a third party, or that it is illegally or otherwise using the trade secrets or any property rights of others. The Seller owns all right, title and interest to any custom or proprietary software and telecommunications programs used in the conduct of its business. The distribution, sale and use of the Seller software does not infringe the intellectual property rights of any third party. The use of the Seller software for its intended use complies

with applicable law and regulations. To the best of Seller's knowledge, the Seller has no obligation to refund any fees for any products or services sold or provided to any third party.

2.12 Customers. Seller has no outstanding material disputes with any current customer and Seller has no knowledge of any present, material dissatisfaction on the part of or complaints by any customer. Seller has not received any written, or to the knowledge of Seller, oral information from any customer that such customer will terminate or materially reduce its relationship or purchasing pattern as a customer of Seller (or Buyer, after the consummation of the transactions contemplated by this Agreement), whether after the Closing or otherwise, or that such customer intends to terminate or materially modify existing Contracts with Seller (or Buyer, after the consummation of the transactions contemplated by this Agreement).

2.13 Related Party Transactions. Unless specified on Schedule 2.13, none of the Contracts involves any agreement with, or any other commitment to: (i) any employee, officer, director, member or unit holder of the Seller; (ii) any person directly related by blood or marriage to any such employee, officer, director member or unitholder; or (iii) any corporation, partnership, trust or other entity in which the Seller or any such employee, officer, manager, member, unitholder, or related person has any material equity or participating interest.

2.14 Sufficiency of Assets. The Assets are sufficient to permit the Buyer to operate the business of the Seller from and after the Closing in substantially the same manner and to the extent as the business is currently conducted by the Seller.

3. Representations of the Buyer. The Buyer represents and warrants to the Seller as follows:

3.1 Organization and Authority. The Buyer is a limited liability company duly organized, validly existing and in good standing under the laws of the State of North Carolina, and has requisite power and authority to own its properties and to carry on its business as now being conducted. The Buyer has full power to execute and deliver this Agreement and the other agreements contemplated hereby to which it is a party and to consummate the transactions contemplated hereby and thereby.

3.2 Authorization. The execution and delivery of this Agreement by the Buyer, and the agreements provided for herein, including but not limited to the SAR Agreements and the consummation by the Buyer of all transactions contemplated hereby and thereby, have been duly authorized by all requisite corporate action.

4. Indemnification

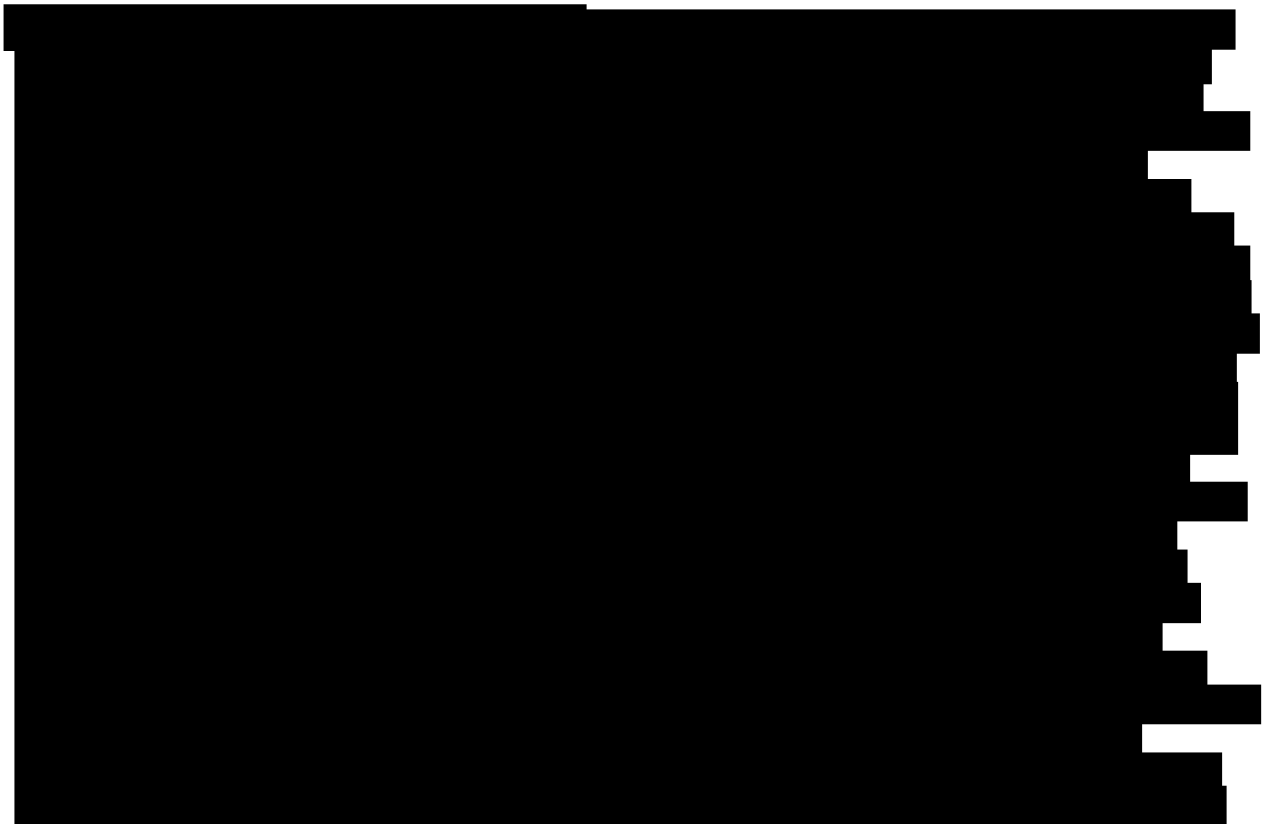
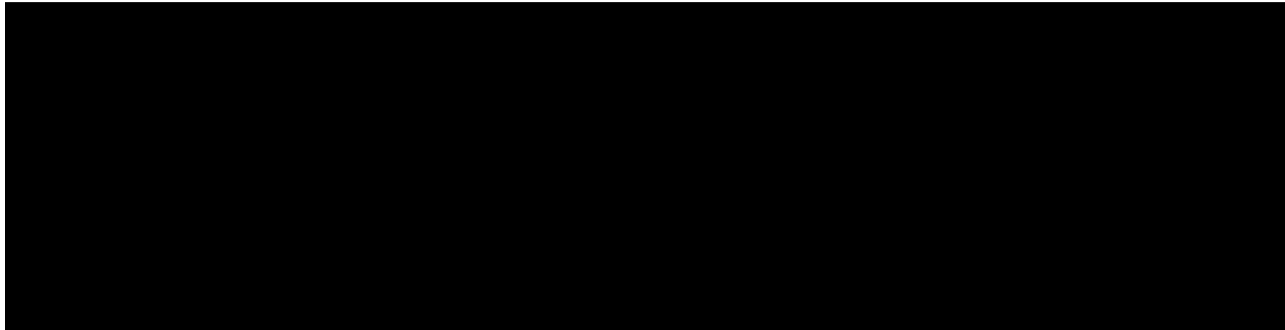
4.1 By the Buyer and the Seller Parties. The Buyer, on the one hand, and the Seller Parties on the other hand, each hereby indemnify and hold harmless the other party against all claims, losses and expenses (collectively, "**Losses**") to the extent attributable to a breach by an indemnifying party of its representations, warranties or covenants under this Agreement.


4.2 Limitations on Liability and Setoff. All representations and warranties made by the parties herein shall expire on the eighteen (18) month anniversary of the Effective Date, except for claims, if any, asserted in writing prior to such time, which shall survive until finally resolved and satisfied in full. Absent fraud or intentional misrepresentation, the aggregate liability of the Seller and the Holders for any breach of Section 2 (including any subsection thereof) shall not exceed the sum of 50% of the (a) Closing Cash Consideration plus (b) the Contingent Consideration paid or payable pursuant hereto plus (c) amounts payable under the SAR Agreements. If the total Losses incurred by Buyer as a result of breaches of Section 2 (including any subsection thereof) are less than 1% of the Closing Cash

Consideration, the Seller Parties shall have no obligation to indemnify the Buyer. The limitations in this Section shall not apply to Seller's obligation to satisfy any Excluded Liabilities nor to any breach of any obligations under Section 5 (including any subsection thereof). Buyer shall have the right to set off against any amounts payable pursuant to Section 1.4(b) or pursuant to any SAR Agreement the amount of any losses for which Buyer is entitled to indemnification.

5. Post-Closing Agreements. The parties agree that from and after the Effective Date:

5.1 Proprietary Information. The Seller shall hold in confidence, and use its best efforts to have all of its members, unitholders, officers, employees and managers hold in confidence, all knowledge and information of a secret or confidential nature with respect to the business of the Seller and shall not disclose, publish or make use of the same without the written consent of the Buyer, except to the extent that such information shall have become public knowledge other than by breach of this Agreement by the Seller. The Seller agrees that the remedy at law for any breach of this Section 5.1 may be inadequate and that the Buyer shall be entitled to seek injunctive relief in addition to any other remedy it may have upon breach of any provision of this Section 5.1.





5.4 Sharing of Data. The Seller shall have the right for a period of three years following the Effective Date to have reasonable access to such books and records as are necessary for the limited purposes of concluding its involvement in the business of the Seller prior to the Effective Date, responding to any claims for indemnification hereunder, and for complying with its obligations under applicable securities, tax, environmental, employment or other laws and regulations. The Buyer shall have the right for a period of three years following the Effective Date to have reasonable access to those books and records which are retained by the Seller pursuant to the terms of this Agreement to the extent that any of the foregoing are needed by the Buyer in order to comply with its obligations under applicable securities, tax, environmental, employment, postal or other laws and regulations.

5.5 Use of Name. Seller, on behalf of itself and its commonly controlled affiliates, and the other Seller Parties agree not to use the name of the Seller or any of the registered or unregistered trademarks listed on Schedule 1.2 or any derivation of any of the foregoing, after the Effective Date. Seller, on behalf of itself and its commonly controlled affiliates, and the Holders further agree not to use the names of any of the website addresses specified on Schedule 1.2(b), and of the product names specified on Schedule 1.2(a) or any names confusingly similar to any of the foregoing. In connection with the Closing, the Seller shall within five (5) days of the Closing change its name to a name that does not use "Zap" or "Zap IT", and which is otherwise reasonably satisfactory to the Buyer.

5.6 Further Assurances. At any time after the Closing, at the Buyer's request, the Seller promptly shall execute and deliver such instruments of sale, transfer, conveyance, assignment and confirmation, and take such other action, as the Buyer may reasonably request to more effectively transfer, convey and assign to the Buyer, and to confirm the Buyer's title to, all of the Assets, to put the Buyer in actual possession and operating control thereof, to assist the Buyer in exercising all rights with respect thereto and to carry out the purpose and intent of this Agreement. If the consent of any third party listed on Schedule 2.1 is not obtained prior to Closing, the parties will use reasonable efforts to obtain the consent of the other parties to any Contract that is by its terms or at law is non-assignable for any reason. If such consent is not obtained, the Seller and Buyer will cooperate in a mutually agreeable arrangement under which Buyer would obtain the benefits and assume the obligations thereunder. Upon the receipt by Buyer or the Seller following the Closing of the consent of the other party, such Contract shall be assigned by the Seller to Buyer and assumed by Buyer without further consideration.

5.7 Cooperation in Litigation. Each party hereto will fully cooperate with the other in the defense or prosecution of any litigation or proceeding already instituted or which may be instituted hereafter against or by such party relating to or arising out of the business of the Seller prior to or after the Effective Date (other than litigation arising out of the transactions contemplated by this Agreement).

6. Notices. Any notices or other communications required or permitted hereunder shall be in writing and sufficiently given if delivered personally or sent by a nationally recognized receipted overnight delivery service, postage prepaid, or sent by facsimile or email with a copy sent by such a delivery service addressed as follows or to such other address of which the parties may have given notice:

To the Seller or Members:	To the Buyer:
Zap IT! Medical, LLC <u>1332 Castleton Road N</u> <u>Columbus, Ohio 43220</u> <u>Attn: Bryon M. Murray</u>	ZapIT Medical Physics, LLC 2222 Sedwick Drive Durham, NC 27713 Attn: Greg E. Lindberg Fax: (919) 281-8983 gel@eliglobal.com
With a copy to: <u>Murray Murphy Moul + Basil LLP</u> <u>1114 Dublin Road</u> <u>Columbus, Ohio 43215</u> <u>Attn: Brian A. Basil</u> <u>basil@mmb.com</u>	With a copy to: Hutchison PLLC 3110 Edwards Mill Road, Suite 300 Raleigh, NC 27612 Attn: Daniel S. Fuchs Fax: (877) 917-8912 dfuchs@hutchlaw.com

Unless otherwise specified herein, such notices or other communications shall be deemed received (a) on the date delivered, if delivered personally or by facsimile or email; or (b) the next business day after being sent, if sent by overnight delivery.

7. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that neither the Buyer or the Seller may assign their respective obligations hereunder without the prior written consent of the other parties hereto; provided, however, that the Buyer may assign this Agreement, and its rights and obligations hereunder, to a subsidiary, controlled affiliate or successor-in-interest to all or substantially all of the Buyer's business to which this Agreement relates. The Buyer may also pledge or assign its rights hereunder to its lenders. Any assignment in contravention of this provision shall be void. No assignment shall release the Buyer from any obligation or liability under this Agreement.

8. Entire Agreement; Amendments. This Agreement, all Schedules hereto, and all agreements and instruments to be delivered by the parties pursuant hereto represent the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and supersede all prior oral and written and all contemporaneous oral negotiations, commitments and understandings between such parties, including any term sheet or letter of intent. The parties may amend or modify this Agreement, in such manner as may be agreed upon, by a written instrument executed by each of the parties hereto. The language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent, and no rule of strict construction will be applied against any party.

9. Expenses. Except as otherwise expressly provided herein, the Buyer and the Seller shall each pay their own expenses in connection with this Agreement and the transactions contemplated hereby. The Buyer and the Seller, respectively, agree to pay all fees, expenses and compensation owed to any broker or other person, who has acted in the capacity of broker or finder on its behalf in connection with the transactions contemplated by this Agreement.

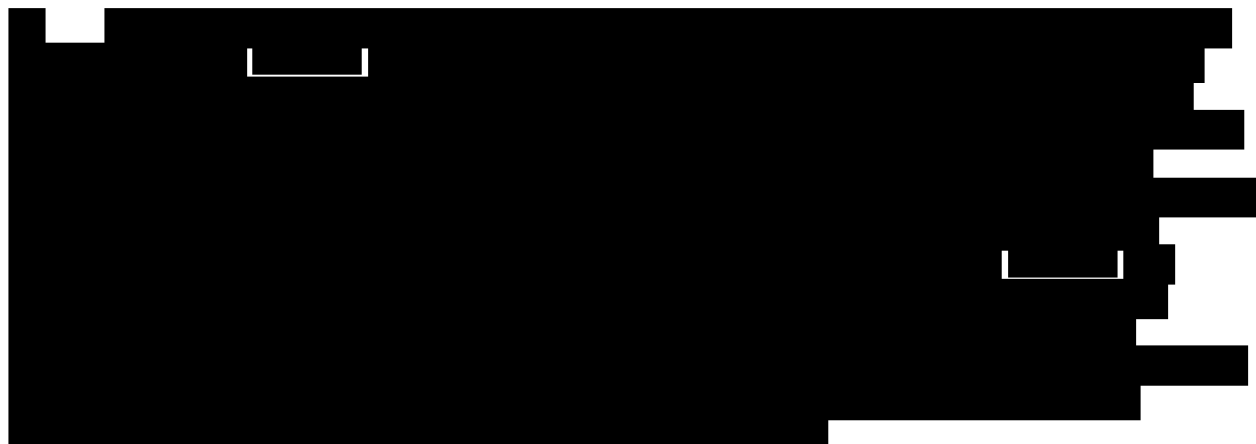
10. Legal Fees. In the event that legal proceedings are commenced by the Buyer against the Seller, or by the Seller against the Buyer, in connection with this Agreement or the transactions contemplated hereby, the party or parties which do not prevail in such proceedings shall pay the reasonable attorneys' fees and other costs and expenses, including investigation costs, incurred by the prevailing party in such proceedings.

11. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina, without regard to the conflicts-of-law rules of such State.

12. Section Headings. The section headings are for the convenience of the parties and in no way alter, modify, amend, limit or restrict the contractual obligations of the parties.

13. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

14. Counterparts. This Agreement may be executed in any number of counterparts and each will be considered an original. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes. Slight variations in the form of signature page counterpart executed by any party hereto (including different footnotes or document numbers) shall be considered immaterial and shall not invalidate any such counterpart signature.

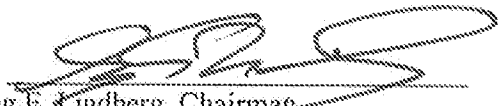


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IN WITNESS WHEREOF, this ASSET PURCHASE AGREEMENT has been duly executed by the parties herefo as of and on the date first above written.

BUYER:

ZAPIT MEDICAL PHYSICS, LLC,
a North Carolina limited liability company

By: 
Greg E. Lindberg, Chairman

SELLER:

ZAP IT! MEDICAL, LLC,
an Ohio limited liability company

By: _____
Name: Bryon Murray, Manager

HOLDERS:

OHIO MEDICAL PHYSICS GROUP, LLC

By: Bryon Murray
Its: CEO

Bryon Murray

IN WITNESS WHEREOF, this ASSET PURCHASE AGREEMENT has been duly executed by the parties hereto as of and on the date first above written.


BUYER:

ZAPIT MEDICAL PHYSICS, LLC,
a North Carolina limited liability company

By: _____
Greg E. Lindberg, Chairman


SELLER:

ZAP IT! MEDICAL, LLC,
an Ohio limited liability company

By:  _____
Name: Bryon Murray, Manager

HOLDERS:

OHIO MEDICAL PHYSICS GROUP, LLC

 _____
By: Bryon Murray
Its: CEO

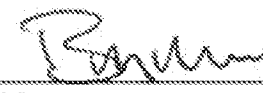
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Bryon Murray

Exhibit A

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[REDACTED]

[REDACTED]

[REDACTED]

		
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Schedule 2.1:



Schedule 2.3:



Schedule 2.7:



Schedule 2.8:



Schedule 2.9:



Schedule 2.10:



Schedule 2.11:

Trademark - ZAPIT! Medical
Trademark – Better Medicine Through Collaboration
Trademark – ZAP2IT!
Trademark – the Zap It logo

Schedule 2.13:



