

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM562658

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RULESTER LLC		02/07/2020	Limited Liability Company: ILLINOIS
RECEIVING PARTY DATA			
Name:	ALERTMD, INC.		
Street Address:	c/o PaySimple, Inc. d/b/a EverCommerce		
Internal Address:	1515 Wynkoop St., Suite 250		
City:	Denver		
State/Country:	COLORADO		
Postal Code:	80202		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	5774220	CASSIDI COMPUTER-ASSISTED DOCUMENT INTER	
Registration Number:	5769828	MARGIE	
Registration Number:	5155412	CARELANTERN	
Registration Number:	4221371	CHARGEMD TAKE CHARGE OF YOUR CHARGE CAPT	
Registration Number:	3955020	ALERTMD BEING ON-CALL JUST GOT EASIER	
Registration Number:	3965834	RULESTER EARLY WARNINGS FOR BETTER OUTCO	
CORRESPONDENCE DATA			
Fax Number:	6502515002		
<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:	6502515027		
Email:	jmull@stblaw.com		
Correspondent Name:	Marcela Robledo		
Address Line 1:	2475 Hanover Street		
Address Line 4:	Palo Alto, CALIFORNIA 94304		
ATTORNEY DOCKET NUMBER:	003727/0001		
NAME OF SUBMITTER:	J. Jason Mull		
SIGNATURE:	/J. Jason Mull/		

CH \$165.00 5774220

DATE SIGNED:	02/18/2020
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Total Attachments: 4

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ASSIGNMENT OF TRADEMARKS

This **ASSIGNMENT OF TRADEMARKS** (this "Assignment") is made as of February 7, 2020, by **RULESTER LLC**, an Illinois limited liability company, having a principal place of business at 111 W. Jackson Blvd. #1700, Chicago, IL 60604 ("Assignor"), in favor of **ALERTMD, INC.**, a Delaware corporation wholly-owned by PaySimple, Inc., having a principal place of business at c/o PaySimple, Inc. d/b/a EverCommerce, 1515 Wynkoop St., Suite 250, Denver, CO 80202 ("Assignee").

Statement of Purpose

WHEREAS, Assignee and Assignor are parties to that certain Asset Purchase Agreement, dated February 7, 2020 (the "Purchase Agreement"), by and among Assignee, Assignor and certain other parties; and

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to sell, assign, transfer, convey and deliver to Assignee, among other assets, Assignor's entire right, title and interest in and to all trademarks, service marks, trade names, logos and trade dress, together with the goodwill connected with the use of and symbolized thereby and all issuances, extensions and renewals thereof, owned by Assignor and related to the assets acquired pursuant to the Purchase Agreement, including, without limitation, the trademark registrations listed in Exhibit A (collectively, the "Assigned Trademarks"); and

WHEREAS, this Assignment is being executed and delivered at the Closing pursuant to the Purchase Agreement; and

WHEREAS, all capitalized terms used in this Assignment and not otherwise defined will have the meanings ascribed to such terms in the Purchase Agreement.

NOW, THEREFORE, for the consideration described in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns and delivers to Assignee, its successors and assigns forever, free and clear of any liens or encumbrances, all of Assignor's legal and equitable right, title and interest in and to the Assigned Trademarks, including all goodwill associated therewith, and any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

Assignor covenants that Assignor will do, execute and deliver, and will cause to be done, executed and delivered, all such further acts, transfers, assignments and conveyances, powers of attorney and assurances for better assuring, conveying and confirming such conveyance of the Assigned Trademarks to Assignee as Assignee shall reasonably require.

Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments to issue or transfer all Assigned Trademarks to Assignee, as assignee of the entire right, title, and interest therein or otherwise as Assignee may direct and, at Assignee's cost, to record and register this Assignment upon request by Assignee, its successors, assigns and legal representatives, or to such nominees as it may designate. Assignor shall, at Assignee's cost, take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned Trademarks are properly assigned to Assignee, or any assignee or successor thereto.

Assignor hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Assignment.

The representations and warranties of Assignor, and the rights, remedies and obligations of any Party, under the Purchase Agreement shall not be deemed to be enlarged, limited, modified or altered in any way by this Assignment.

This Assignment is subject in all respects to the terms and conditions of the Purchase Agreement. If any conflict exists between the terms of this Assignment and the Purchase Agreement, the terms of the Purchase Agreement shall govern and control.

Assignor hereby constitutes and appoints Assignee as Assignor's true and lawful agent and attorney-in-fact, with full power of substitution and resubstitution, in whole or in part, in the name and stead of Assignor but on behalf and for the benefit of Assignee and its successors and assigns, to demand, receive and collect the Assigned Trademarks, to give receipts and releases for and in respect of any and all of the Assigned Trademarks, and from time to time to institute and prosecute in Assignor's name, or otherwise for the benefit of Assignee and its successors and assigns, any and all proceedings at law, in equity or otherwise, that Assignee or its successors or assigns may deem proper for the collection or recovery of any of the Assigned Trademarks or for the collection and enforcement of any claim or right of any kind hereby sold, assigned, conveyed and transferred, or intended so to be, and to take any other actions and make, sign, execute, acknowledge and deliver any documents and instruments as may from time to time be necessary or appropriate to assign the Assigned Trademarks to Assignee and its successors and assigns. Assignor declares that the foregoing powers are coupled with an interest and are and will be irrevocable by Assignor or by its dissolution or in any manner or for any reason whatsoever. Nothing in this Assignment will be deemed a waiver of any remedies otherwise available.

This Assignment (a) is irrevocable and effective upon Assignor's signature to and delivery of a manually signed copy of this instrument or facsimile or email transmission of a signed copy of this instrument in connection with the Closing (as defined in the Purchase Agreement), if and only if the Closing is completed, (b) benefits and binds Assignor and Assignor's successors and assigns, and (c) does not modify or affect, and is subject to, the provisions of the Purchase Agreement. In the event of any conflict or inconsistency between the provisions of the Purchase Agreement and the provisions of this instrument, the provisions of the Purchase Agreement will control.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has executed and delivered this Assignment as of the date first above written.

RULESTER LLC, an Illinois limited liability company


By:  _____
Name: Badri Narasimhan
Title: Manager

EXHIBIT A

Mark	Application No. Registration No.	Filing Date Reg. Date	Owner	Status
 Computer-aided Diagnostic Investigation	88/158,900 5,774,220	10/17/2018 6/11/2019	Rulester LLC DBA AlertMD LIMITED LIABILITY COMPANY ILLINOIS 111 W Jackson #1700 Chicago ILLINOIS 60564	Registered
MARGIE	88/211,743 5,769,828	11/30/2018 6/4/2019	Rulester LLC DBA AlertMD LIMITED LIABILITY COMPANY ILLINOIS 111 W Jackson #1700 Chicago ILLINOIS 60564	Registered
 CareLantern	87/108,071 5,155,412	7/18/2016 3/7/2017	Rulester LLC DBA AlertMD LIMITED LIABILITY COMPANY ILLINOIS 111 W Jackson #1700 Chicago ILLINOIS 60564	Registered
 Take Charge of Your Charge Capture	85/544,089 4,221,371	2/15/2012 10/9/2012	Rulester LLC DBA AlertMD LIMITED LIABILITY COMPANY ILLINOIS 4144 Cave Creek Ct Naperville ILLINOIS 60564	Registered
 Being On-Call Just Got Easier	85/136,311 3,955,020	9/23/2010 5/3/2011	Rulester LLC DBA AlertMD LIMITED LIABILITY COMPANY ILLINOIS 4144 Cave Creek Ct Naperville ILLINOIS 60564	Registered
 Early Warnings for Better Outcomes	85/136,224 3,965,834	9/23/2010 5/24/2011	Rulester LLC DBA AlertMD LIMITED LIABILITY COMPANY ILLINOIS 111 W Jackson #1700 Chicago ILLINOIS 60564	Registered