

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM768572

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EVINCEMED CORP.		03/11/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	OPTIMIZERX CORPORATION		
Street Address:	107 Sixth Street		
City:	Rochester		
State/Country:	MICHIGAN		
Postal Code:	48307		
Entity Type:	Corporation: NEVADA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	6863006	SPX	
Registration Number:	6863005	SPRX	
Serial Number:	90898848	EVINCEMED	
Serial Number:	90898828	SPECIALTY EXPRESS	
CORRESPONDENCE DATA			
Fax Number:	6175076127		
	<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:	(561) 676-2547		
Email:	dpeterson@gtclawgroup.com, tmg@gtclawgroup.com		
Correspondent Name:	GTC Law Group PC & Affiliates		
Address Line 1:	One University Ave., Ste. 302B		
Address Line 4:	Westwood, MASSACHUSETTS 02090		
ATTORNEY DOCKET NUMBER:	OptimizeRx - trademarks		
NAME OF SUBMITTER:	Brian M. Taillon		
SIGNATURE:	/Brian M. Taillon/		
DATE SIGNED:	11/17/2022		
Total Attachments: 5	source=Trademark Assignment Executed 2022 03-31 10-54#page1.tif		

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Exhibit J

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment") is made and entered into, effective as of the [●] day of March 2022, by EVINCEMED CORP., a Delaware corporation ("Assignor"), and OPTIMIZERX CORPORATION, a Nevada corporation ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of March 11, 2022 (the "Purchase Agreement"), pursuant to which Assignee has acquired the Seller's intellectual property, including the Domain Names (as defined below).

WHEREAS, this Assignment is contemplated pursuant to the terms of the Purchase Agreement;

WHEREAS, pursuant to the Purchase Agreement, the Assignor agreed to sell, assign, transfer and deliver to the Assignee, and the Assignee agreed to purchase all of the Assignor's right, title and interest in, to and under, the registered trademarks and service marks listed on Exhibit A hereto, and all registrations and applications for registration of the foregoing (collectively, the "Assigned Trademarks"), at the Closing;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Assignor and Assignee do hereby agree as follows:

1. Capitalized Terms. Capitalized terms used but not defined herein shall have the meanings set forth in the Purchase Agreement.

2. Assignment. The Assignor hereby sells, assigns, transfers, conveys and delivers to the Assignee, its successors and assigns, all of the Assignor's right, title and interest in and to the Assigned Trademarks and all goodwill associated therewith.

3. Terms of the Purchase Agreement. Each of the Assignor and Assignee by its execution of this Assignment hereby acknowledges and agrees that neither the representations and warranties, nor the rights and remedies of the Parties under the Purchase Agreement shall be deemed to be enlarged, diminished, modified or altered in any way by this Assignment. In the event of any conflict between the Purchase Agreement and this Assignment, the terms of the Purchase Agreement shall control.

4. Miscellaneous.

(a) Headings. The section headings used herein are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Assignment.

(b) Governing Law. This Assignment shall be governed by and construed in accordance with the internal 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 laws of any jurisdictions other than those of the State of Delaware. Each of Assignee and Assignor irrevocably and unconditionally (i) accepts the jurisdiction and venue of the Court of Chancery of the State of Delaware, New Castle County, or, if that court does not have jurisdiction, a federal court sitting in Wilmington, Delaware in any action or proceeding arising out of or related to this Assignment, (ii) waives any objections which such party may now or hereafter have to the laying of venue of any of the aforesaid actions or proceedings brought in any such court and agrees not to plead or claim in any such court that such action or proceeding brought in any such court has been brought in an inconvenient forum, (iii) agrees that service of all process in any such proceeding in any such court may be made by registered or certified mail, return receipt requested, to such party at their respective addresses provided in accordance with Section 10.07 of the Purchase Agreement, and (iv) agrees that service as provided in clause (iii) above is sufficient to confer personal jurisdiction over such party in any such proceeding in any such court, and otherwise constitutes effective and binding service in every respect. Each of Assignor and Assignee agrees to accept service of any summons, complaint or other initial pleading made in the manner provided for the giving of notices in Section 10.07 of the Purchase Agreement, and agrees that service as provided this sentence is sufficient to confer personal jurisdiction over such party in any such proceeding in any such court and otherwise constitutes effective and binding service in every respect; provided, that nothing in this Section 4(b) shall limit the right of any party to serve such summons, complaint or other initial pleading in any other manner permitted by Law. TO THE EXTENT PERMITTED BY APPLICABLE LAW, EACH OF ASSIGNOR AND ASSIGNEE HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING CONTEMPLATED HEREBY.

(c) Counterparts. This Assignment may be executed in two or more counterparts (including by facsimile or by an electronic scan delivered by electronic mail), each of which shall be deemed an original but all of which together shall be considered one and the same agreement and shall become effective when counterparts have been signed by each party hereto and delivered to the other party, it being understood that each party need not sign the same counterpart. This Assignment may be executed and delivered by facsimile or by an electronic scan delivered by electronic mail.

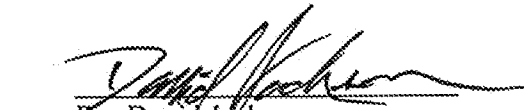
(d) Amendments. This Assignment may be amended, modified or waived only in accordance with Section 10.08 of the Purchase Agreement.

[Signatures appear on the following page]

IN WITNESS WHEREOF, each party hereto has caused this Trademark Assignment Agreement to be duly executed on its behalf, on the day and year first above written.

Assignor:

EVINCEMED CORP.,
a Delaware corporation


By: David Jackson
Title: President

IN WITNESS WHEREOF, each party hereto has caused this Trademark Assignment Agreement to be duly executed on its behalf, on the day and year first above written.

Accepted by Assignee:

OPTIMIZERX CORPORATION,
a Nevada corporation

DocuSigned by:
William J. Febbo
By: _____
Name: William Febbo
Title: Chief Executive Officer

EXHIBIT A

Assigned Trademarks

Trademark	App. No.	Reg. No.	Jurisdiction
SPx	90898867		U.S.
SPRx	90898857		U.S.
EvinceMed	90898848		U.S.
Specialty Express	90898828		U.S.