

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	06/26/2008

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Brightree Inc.		10/03/2008	CORPORATION: GEORGIA

RECEIVING PARTY DATA

Name:	Brightree Holdings LLC
Street Address:	2763 Meadow Church Road
Internal Address:	Suite 205
City:	Duluth
State/Country:	GEORGIA
Postal Code:	30097
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2760067	BRIGHTREE

CORRESPONDENCE DATA

Fax Number: (404)351-5281
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Email: msiavage@siavagelaw.com
 Correspondent Name: Michael R. Siavage, Esq.
 Address Line 1: 1349 West Peachtree Street NE
 Address Line 2: Suite 1220
 Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	BRIGHTREE
NAME OF SUBMITTER:	Michael R. Siavage, Esq.
Signature:	/mrs/

OP \$40.00 2760067

Date:

10/07/2008

Total Attachments: 1

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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (the "Agreement") is entered into by and between **Brightree Inc.**, a Georgia corporation (the "Assignor"), and **Brightree Holdings LLC**, a Delaware limited liability company (the "Assignee"), effective as of June 26, 2008 (the "Effective Date").

Background. The Assignor has contributed substantially all of its assets to the Assignee pursuant to that certain Contribution Agreement dated June 26, 2008 (the "Assets Agreement"). The Assignor wishes to acknowledge and confirm the assignment of certain trademark rights to the Assignee pursuant to the Assets Agreement. The parties acknowledge that this Agreement is executed pursuant to the Assets Agreement, and that no additional consideration beyond that provided in the Assets Agreement is required to give effect to this Agreement.

Therefore, Assignor and Assignee covenant and agree as follows:

1. Ownership of Trademark. Assignor hereby assigns irrevocably and in perpetuity to the Assignee any and all right, title and interest the Assignor has in and to the trademark, trade name, and all other intellectual property rights associated with the mark "BRIGHTREE" (including the United States Patent and Trademark Office federal trademark registration No. 2760067 therefor), any and all common law rights in the foregoing, and all goodwill associated therewith (collectively, the "Mark"). By executing this assignment, the Assignor hereby waives and releases any and all rights that the Assignor may have in such Mark, and further acknowledges and agrees that the Assignor has no claims, nor will the Assignor assert any claims, against the Assignee, its affiliates, officers, directors, agents, employees, or attorneys with respect to the Mark or any use of the Mark. Additionally, the Assignor represents and warrants that it has not assigned or attempted to assign any rights in and to the Mark to any party other than the Assignee.

2. Miscellaneous. The Assets Agreement and this Agreement constitute the entire agreement between the Assignor and the Assignee with respect to the subject matter of this Agreement, and supersede any prior or contemporaneous agreements, communications or understandings, whether oral or written, between the Assignor and Assignee with respect to such subject matter. No amendment or waiver of this Agreement or any provision hereof shall be effective unless in a writing signed by each party hereto. This Agreement is entered into in, and shall be governed by and construed under the laws of, the State of Georgia, without giving effect to its conflicts of law principles.

IN WITNESS WHEREOF, the Assignor and the Assignee have executed and delivered this Agreement and intend to be bound on the Effective Date.

ASSIGNOR:

Brightree Inc.

By: 

David A. Cormack
President and Chief Executive Officer

ASSIGNEE:

Brightree Holdings LLC

By: 

David A. Cormack
Manager

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