TRADEMARK ASSIGNMENT







Document ID Number: 900126728

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
American Pharmacists Association Foundation, also known as the APhA Foundation		HT2/O3/2009	CORPORATION: DISTRICT OF COLUMBIA

RECEIVING PARTY DATA

Name:	HealthMapRx LLC	
Street Address:	11600 Sunrise Valley Drive, Suite 100	
City:	Reston	
State/Country:	VIRGINIA	
Postal Code:	20191	
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3453362	

CORRESPONDENCE DATA

Fax Number: (703)549-9165

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 8043576025
Email: astinson@mirixa.com
Correspondent Name: Anjanette Plichta Stinson

Address Line 1: 11600 Sunrise Valley Drive, Suite 100

Address Line 4: Reston, VIRGINIA 20191

ATTORNEY DOCKET NUMBER:	HEALTHMAPRX TM
NAME OF SUBMITTER:	Anjanette Plichta Stinson
Signature:	/Anjanette Plichta Stinson/

TRADEMARK REEL: 003936 FRAME: 0299

MIRIXA CORP

\$40

FEB-12-2009 17:01

Fee Amount:

TRADEMARK

REEL: 003936 FRAME: 0300

703 **8**20 **9**306

P.003

TRADEMARK ASSIGNMENT AGREEMENT

MIRIXA CORP

This TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment") is made effective as of February 3, 2009 by APhA Foundation, a District of Columbia nonprofit corporation ("Assignor"), in favor of HealthMapRx LLC, a Delaware limited liability company ("Assignee").

WHEREAS, this Assignment is being executed and delivered in connection with that certain Agreement dated October 7, 2008 by and between Assignor and Mirixa Corporation, a Delaware corporation (the "Agreement"); and

WHEREAS, Assignor has agreed to sell, transfer, deliver and assign to Assignee, all right, title and interest in and to the trade name, trademark, service mark, trade dress, trade style, logo, design and/or slogan, in word mark, stylized and/or design formats, which is described and/or otherwise the subject of the registrations and/or pending applications identified in Exhibit A, attached hereto and incorporated by reference herein (the "Mark").

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

- 1. Assignor hereby irrevocably sells, transfers, assigns, conveys, sets over and delivers to Assignee, its successors and assigns, free and clear of all liens, pledges, charges, claims, security interests, options, mortgages, rights of first refusal or similar restrictions, all of Assignor's right, title, and interest of whatever kind in and to the Mark, together with the goodwill of the business symbolized by the Mark, any applications and registrations relating thereto, and any renewals that may be granted thereon, and all rights, claims and privileges pertaining thereto, including, without limitation, Assignor's right to sue for and collect damages and other recoveries for past, present and future infringement thereof and the right to prosecute and maintain trademark applications and the registrations for the Mark.
- 2. The terms of this Assignment shall be binding upon, and inure to the benefit of and be enforceable by the respective successors and permitted assigns of the parties hereto.
- 3. Assignor, at no additional cost or consideration, shall execute and deliver, or cause to be executed and delivered, from time to time hereafter, upon request, all such further documents and instruments and shall do and perform all such acts as may be reasonably necessary to give full effect to the intent of this Assignment.
- 4. This Assignment shall be governed by, and construed in accordance with the law of the District of Columbia applicable to contracts to be performed therein, without regard to its rules on conflicts of laws.

CONFIDENTIAL

RECORDED: 02/12/2009

TRADEMARK
REEL: 003936 FRAME: 0301