

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Sandlot LLC		11/04/2011	LIMITED LIABILITY COMPANY: TEXAS

RECEIVING PARTY DATA

Name:	Sandlot Solutions, Inc.
Street Address:	1701 River Run
Internal Address:	Suite 200
City:	Fort Worth
State/Country:	TEXAS
Postal Code:	76107
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Serial Number:	77354966	SANDLOT
Serial Number:	77354875	SANDLOTCONNECT
Serial Number:	85035250	SANDLOT
Serial Number:	85057757	SANDLOT SOLUTIONS
Serial Number:	85057701	SANDLOTCONNECT REINVENTING HIE
Serial Number:	85057720	CAREWIZARD
Serial Number:	85320091	SANDLOTQRM
Serial Number:	85420514	SANDLOTMETRIX

CORRESPONDENCE DATA

Fax Number: (214)969-1751
 Phone: 2149691700
 Email: katie.newgent@tklaw.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

900207658

TRADEMARK
REEL: 004664 FRAME: 0044

CH \$215.00 77354966

via US Mail.

Correspondent Name: Thompson & Knight LLP
Address Line 1: 1722 Routh Street
Address Line 2: Suite 1500
Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	518785.000002
NAME OF SUBMITTER:	Katie Newgent
Signature:	/katie newgent/
Date:	11/21/2011

Total Attachments: 5

source=Sandlot Intellectual Property Assignment#page1.tif
source=Sandlot Intellectual Property Assignment#page2.tif
source=Sandlot Intellectual Property Assignment#page3.tif
source=Sandlot Intellectual Property Assignment#page4.tif
source=Sandlot Intellectual Property Assignment#page5.tif

INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (this "**Assignment**") dated effective as of the 4th day of November, 2011 (the "**Effective Date**"), is made by and between Sandlot LLC, a Texas limited liability company ("**Assignor**"), and Sandlot Solutions, Inc., a Delaware corporation ("**Assignee**").

WITNESSETH:

WHEREAS, in connection with that certain Stock Purchase Agreement dated of even date herewith by and among Assignee, Assignor, and Santa Rosa Consulting, Inc., a Delaware corporation (the "**Purchase Agreement**"), Assignor has agreed to assign to Assignee all right, title and interest in and to the Intellectual Property (as defined in the Purchase Agreement), including without limitation the marks listed on the attached Exhibit A; and

WHEREAS, Assignee desires to obtain all right, title and interest in the Intellectual Property according to the terms of this Assignment.

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth in the Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor hereby sells, assigns and transfers to Assignee, its successors, assigns and legal representatives, the entire world-wide right, title and interest in and to the Intellectual Property, the goodwill of the business symbolized by the Intellectual Property, all registrations and applications for the Intellectual Property, and, subject to any limitations set forth in the Purchase Agreement, the right to sue for, settle or release any past, present or future infringement of the Intellectual Property. To the extent that any of the Intellectual Property cannot be assigned and transferred, then Assignor hereby grants Assignee an irrevocable, worldwide, fully paid-up, royalty-free, exclusive license with the right to sublicense through multiple tiers, to make, use, sell, improve, reproduce, distribute, perform, display, transmit, manipulate in any manner, create derivative works based upon, and otherwise exploit or utilize in any manner the Intellectual Property.

2. Assistance. From time to time, as and when requested by Assignee, Assignor shall execute and deliver, or cause to be executed and delivered, all documents and instruments and shall take, or cause to be taken, all further or other actions as Assignee may reasonably deem necessary or desirable to consummate the transactions contemplated by this Assignment and the Purchase Agreement, including, in the case of Assignor, executing and delivering to Assignee such assignments, deeds, bills of sale, consents, powers of attorney, declarations, affidavits and other instruments as Assignee or its counsel may reasonably request as necessary or desirable for such purpose. Further, at Assignee's expense, Assignor and its successors and assigns shall testify in any legal proceedings, sign all lawful papers, make all lawful oaths and generally take all reasonable actions to vest title to the Intellectual Property in Assignee and to aid Assignee, its successors, assigns and legal representatives to obtain and enforce proper protection for the Intellectual Property.

3. Counterparts. This Assignment may be executed and delivered by facsimile signature and in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

4. Governing Law. This Assignment shall be governed by, and construed in accordance with, the laws of the State of Delaware, without reference to choice of law principles that would require application of the laws of any other jurisdiction.

5. Severability. If any clause or provision of the Agreement is held to be illegal, invalid, or unenforceable under present or future laws, then such clause or provision will be severed from this Agreement and the Agreement will be enforced to the fullest extent permitted by law in a manner that is consistent with the intentions of the parties hereto.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the Effective Date.

ASSIGNOR:

SANLOT LLC

By: 

Name: Julian Armstrong, M.D.

Title: Chairman of the Board

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the Effective Date.

ASSIGNEE:

SANDLOT SOLUTIONS, INC.

By: 

Name: Richard D. Helppie

Title: Chairman of the Board

EXHIBIT A



Trademark	Ser. No.	Status	Reg. No.	Reg. Date
SANDLOT	77/354966	Registered	3,625,328	May 26, 2009
SANDLOTCONNECT	77/354875	Registered	3,479,973	August 5, 2008
	85/035250	Pending	N/A	N/A
SANDLOT SOLUTIONS	85/057757	Registered	3,960,971	May 17, 2011
	85/057701	Pending	N/A	N/A
CAREWIZARD	85/057720	Pending	N/A	N/A
SANDLOTQRM	85/320091	Pending	N/A	N/A
SANDLOTMETRIX	85/420514	Pending	N/A	N/A

EXHIBIT A
INTELLECTUAL PROPERTY ASSIGNMENT