

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ReachMD LLC		12/20/2011	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	U.S. HealthConnect, Inc.		
Street Address:	500 Office Center Drive		
Internal Address:	Suite 300		
City:	Fort Washington		
State/Country:	PENNSYLVANIA		
Postal Code:	19034		
Entity Type:	CORPORATION: PENNSYLVANIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3191107	REACHMD	
CORRESPONDENCE DATA			
Fax Number:	(302)658-5614		
Phone:	302-658-9141		
Email:	trademarks@cblh.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Connolly Bove Lodge & Hutz LLP		
Address Line 1:	P.O. Box 2207		
Address Line 4:	Wilmington, DELAWARE 19899		
ATTORNEY DOCKET NUMBER:	15729-00013		
NAME OF SUBMITTER:	Jennifer Fraser		
Signature:	/jff/		

OP \$40.00 3191107

Date:

01/23/2012

Total Attachments: 9

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ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (this "Agreement"), entered into as of December 20, 2011, is by and between Mitchell Kahn, not individually but as assignee for the benefit of the creditors of ReachMD LLC ("Seller") and U.S. HealthConnect, Inc., a Pennsylvania corporation ("Purchaser").

BACKGROUND

A. Seller acquired all of the assets of ReachMD LLC, including without limitation the assets set forth on Exhibit C attached hereto (the "Acquired Assets"), not individually but as assignee for the benefit of the creditors of ReachMD LLC, pursuant to that certain Trust Agreement dated December 5, 2011 (the "Trust Agreement").

B. Purchaser desires to purchase and Seller desires to sell the Acquired Assets.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained in this Agreement, the parties agree as follows:

AGREEMENT

ARTICLE I

PURCHASE AND SALE OF ASSETS

1.1 Purchase and Sale of Assets. As of the date hereof, on the terms and subject to the conditions of this Agreement, Seller shall sell to Purchaser, and Purchaser shall purchase from Seller, all of Seller's right, title and interest in, to and under the Acquired Assets on a quit claim, as is, where is basis.

1.2 Instruments of Transfer. As of the date hereof, Seller shall deliver to Purchaser a duly executed Quit Claim Bill of Sale substantially in the form attached hereto as Exhibit A.

1.3 Delivery of Possession. Seller shall deliver possession of the Acquired Assets to Purchaser, at the locations where the Acquired Assets usually and customarily are located. Title to the Acquired Assets shall pass to and be vested in Purchaser as of the date hereof.

1.4 Purchase Price. The purchase price for the Acquired Assets shall be (a) \$50,000 in cash, payable on the date hereof in accordance with the instructions of Seller, and (b) a Secured Promissory Note in the principal amount of \$295,000 payable in accordance with the terms thereof in the form attached hereto as Exhibit B.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

2.1 Authorization of Purchaser. Purchaser represents and warrants to Seller that the execution and delivery by Purchaser of this Agreement and the performance by Purchaser of its

obligations hereunder have been duly authorized by all requisite action of Purchaser and will not violate the governing documents of Purchaser.

2.2 Authorization of Seller. Seller represents and warrants to Purchaser that, to Seller's actual knowledge, Seller is authorized by all requisite action of ReachMD LLC to execute and deliver this Agreement and to perform its obligations hereunder.

2.3 Acquired Assets. Seller represents and warrants to Purchaser that, upon assignment of the Acquired Assets from ReachMD LLC to Seller, ReachMD LLC represented to Seller that it held good title, subject to a lien by Stuart Frankenthal, to each of the Acquired Assets as set forth on Exhibit C. Seller made no investigation, took no inventory and made no attempt to determine the accuracy of such representation, and as such has no knowledge regarding the status or condition of the Acquired Assets other than what ReachMD LLC reported in such representation. This representation is merely a reflection of information provided by ReachMD LLC to Seller and in no way reflects any further knowledge by Seller with respect to the Acquired Assets.

2.4 AS IS, WHERE IS. EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT, THE SALE OF THE ACQUIRED ASSETS IS AND WILL BE MADE ON AN "AS IS, WHERE IS, WITH ALL FAULTS" BASIS WITHOUT ADDITIONAL REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE, EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE OF, AS TO, CONCERNING OR WITH RESPECT TO THE ACQUIRED ASSETS OR ANY OTHER MATTER WHATSOEVER, BY SELLER OR ANY OF SELLER'S AGENTS OR REPRESENTATIVES.

ARTICLE III

MISCELLANEOUS

3.1 Choice of Law. This Agreement and all documents executed and delivered hereunder shall be governed under the laws of the State of Delaware without regard to conflicts of law principles.

3.2 Entire Agreement. This instrument, together with the exhibits attached hereto sets forth the entire agreement between the parties with respect to the subject matter of this Agreement. All negotiations relative to the matters contemplated by this Agreement are merged herein.

3.3 Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

3.4 Further Assurances. The parties hereto agree to execute, acknowledge and deliver all documents, instruments, agreements and other assurances of any kind reasonably requested by any party and will take any other action consistent with the terms of this Agreement that may reasonably be requested by any party for the purposes of carrying out any of the provisions hereof.


3.5 Facsimile Signatures. In order to expedite the transaction contemplated herein, telecopied signatures may be used in place of original signatures on this Agreement or any document delivered pursuant hereto. The parties intend to be bound by the signatures on the telecopied document, are aware that the other party will rely on the telecopied signatures, and hereby waive any defenses to the enforcement of the terms of this Agreement based on the form of signature.

[Signature Pages Follow]

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the date first set forth above.

PURCHASER:

U.S. HealthConnect, Inc.

By: 
Name: FERNAND C. BISOUARD
Its: PRESIDENT & CEO

SELLER:

Mitchell Kahn, not individually but as assignee for the benefit of the creditors of ReachMD LLC

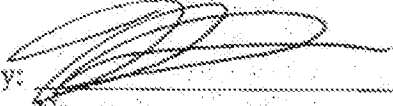
By: 
Name: _____
Its: _____

EXHIBIT A

QUIT CLAIM BILL OF SALE

See attached.

EXHIBIT B

SECURED PROMISSORY NOTE

See attached.

EXHIBIT C

ACQUIRED ASSETS

The Acquired Assets shall include without limitation:

1. Office furniture and supplies
2. All computer equipment, including:
 - a. 2 Macbooks
 - b. 1 Dell Toshiba Tecra
 - c. 1 Acer 16 inch widescreen flat panel monitor
 - d. 1 Optquest 16 inch flat panel monitor
 - e. 1 Dell 16 inch flat panel monitor
 - f. 1 OKI C3400 color laser printer
 - g. 1 Canon Image Class MF4570DN black and white printer
 - h. 1 Samsung ML2510 black and white printer
 - i. 1 Brother MFC420CN fax machine
 - j. 1 Polycom Voice Station 300 conference caller
 - k. 1 Sharp Notevision Projector PG-BIOS
3. All audio/visual/production equipment
 - a. 2 Telos Zephyr-ISDN machines
 - b. 1 Telos Talk Show Systems
 - c. 1 Switch Console for Telos Talk Show System
 - d. 1 Telos One Phone Hybrid
 - e. 2 Maxtor Hard Drives
 - f. 1 Next Gen Monitoring System
 - g. 1 Mackie 802 VL23 Mixer
 - h. 1 EV RE56N/D-B Mic
 - i. 1 Shure KSM27 Mic
 - j. 1 Alesis M1Active External Speakers
4. All current onsite servers, including:
 - a. Audio Server 1:
 - i. 1 Dell Precision T3400 2.33 GHz / 1 GB RAM / 500 GB x 2 Hard Drive
 - ii. 1 NexGen Parallel Port Hardware Licensing Key
 - iii. 1 Optimod 1100 PC Audio Signal
 - iv. 1 Optimod 1100 Cable
 - v. 1 audio server software license
 - vi. 1 NexGen WANcasting Software
 - b. Audio Server 2:
 - i. 1 Dell Precision T3400 2.33 GHz / 1 GB RAM / 500 GB x 2 Hard Drive
 - ii. 1 NexGen Parallel Port Hardware Licensing Key
 - iii. 1 ASI 1024 6000 Series XLR Breakout Box
 - iv. 1 ASI 6514 PCI Stereo 1 in / 4 out Digital / Analog Sound Card

5. The following assets of ReachMD LLC located at Premier's offices:
 - a. 1 - Comrex box used for "live" shows.
 - b. 1 - HP server
 - i. Model: SB DX7500 E7400
 - ii. Hard drive: 160 GB
 - iii. Ram: 1GB
 - iv. Processor: Core 2 Duo 2.8GHZ
 - v. OS: Windows XP
 - vi. Server is used to house the streams that are sent over to Akamai and StreamGuys for RMD.com and mobile apps.
6. All accounts receivable, including without limitation Compass, Platform Q and Reuter Finn
7. The patents on the list attached hereto
8. The trademarks on the list attached hereto
9. Soft assets
 - a. An Account at Rackspace for the website hosting and Email.
 - b. A Google Apps Account for document storage.
 - c. A PayPal account for online transactions
 - d. An Email services account with SilverPop
 - e. 3 mobile applications (iPhone medical radio source code, other two to continue functioning—iphone CME and Blackberry medical radio
 - f. Logos and other intellectual property such as Internet Domains, which Internet Domains consist of the following:

111,666
1200 (Keyline to return this)
1/5, recd

Domain Name	Expiration Date
REACHMDINTERNATIONAL.COM	11/21/2011
REACHMD.BIZ	1/12/2012
REACHMD.US	1/13/2012
REACHMD.INFO	1/13/2012
REACHMD.NAME	1/13/2012
REACHMD.ORG	1/13/2012
REACHMD.TV	1/13/2012
REACHMD.WS	1/13/2012
REACHMDBLOG.COM	1/13/2012
REACHMD.COM	1/28/2012
REACHMD.NET	5/16/2012
REACHCME.COM	7/14/2012
NEXTOPDOC.COM	1/30/2013

- g. Phone numbers for main office and caller dial-in services

Active Trademark Portfolio

Trademark Owner	Registration Number	Registration Date	Registration Class	Registration Description	Registration Status	Registration Term
REACHMD United States of America	Registered 72/533291	15-Dec-2004	3191107	02-Jan-2007	41: Providing continuing medical education courses, namely, providing in a short format, on demand, continuing education programs to medical professionals anywhere and any time over the telephone. 44: Providing news and information relating to healthcare, namely, providing in a short format, on demand, information to medical professionals, patients and consumers related to healthcare, anywhere and any time over the telephone.	01/02/2012 - 01/02/2013 Affidavit of Use Due

REGDOCX: 1522086.1