

01/23/2012



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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office



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To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

01/23/12

1. Name of conveying party(ies):

HDI Solutions, Inc.

- Individual(s)
- General Partnership
- Corporation- State: Alabama
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: HDI Solutions, LLC

Internal _____

Address: _____

Street Address: 1510 Pumphrey Avenue

City: Auburn

State: Alabama

Country: United States of America Zip: 36832

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other LLC Citizenship Alabama

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) December 1, 2011

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

Reg. No. 3,859,142; Reg. No. 3,011,025

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

HDI Solutions (Reg. No. 3,859,142); PACTRAC (Reg. No. 3,011,025)

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Mark W. Hodge

Internal Address: Chisenhall, Nestrud & Julian, P.A.

Street Address: 400 West Capitol Ave., Suite 2840

City: Little Rock

State: Arkansas Zip: 72201

Phone Number: (501) 372-5800

Fax Number: (501) 372-4941

Email Address: mhodge@cnjlaw.com

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$65.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

01/24/2012 KNGUYEN1 00000002 3859142
 Deposit Account Number _____ 40.00 DP
 02 FC:8522 _____ 25.00 UP
 Authorized User Name _____

9. Signature:

Signature

January 19, 2012

Date

Mark W. Hodge, Counsel
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 4

ASSIGNMENT OF SERVICEMARKS AND TRADEMARKS

[HDI Solutions, LLC]

THIS ASSIGNMENT OF SERVICEMARKS AND TRADEMARKS (the "Assignment") is made and entered into as of the 1 day of December, 2011, by and between, HDI Holdings, Inc., f/k/a/ HDI Solutions, Inc., an Alabama corporation ("Assignor"), and HDI Solutions, LLC, an Alabama limited liability company ("Assignee").

RECITALS

WHEREAS, Assignor transferred and assigned to Health Information Designs, LLC ("Designs, LLC") all of the assets, leases and contracts vested in Assignor heretofore utilized in the operation of the business conducted by Health Information Designs, Inc., a Delaware corporation, and the liabilities related thereto, all pursuant to the terms and conditions of the Agreement and Plan of Merger by and between Assignor and Health Information Designs, Inc., dated October 31, 2011 (the "Plan of Merger"), that certain Bill of Sale, Assignment and Assumption Agreement dated of even date herewith, by and between Assignor and Designs, LLC (the "Designs Bill of Sale"), and that certain Assignment of Servicemarks and Trademarks dated of even date herewith, by and between Assignor and Designs, LLC (the "Designs Assignment of Marks").

WHEREAS, Assignor has agreed to transfer and assign to Assignee all other assets, leases and contracts of Assignor, and the liabilities related thereto, other than those assets, leases and contracts of Assignor, and the liabilities related thereto, transferred and assigned to Designs, LLC pursuant to the Designs Bill of Sale and the Designs Assignment of Marks, said assets to include the assets, leases and contracts of Assignor, including all the servicemarks, trademarks and trade names, and the liabilities related thereto, heretofore utilized in the operation of the business conducted as HDI Solutions, Inc.

WHEREAS, Assignor desires to transfer and assign unto Assignee all the servicemarks, trademarks and trade names owned by Solutions Inc., other than those servicemarks, trademarks and trade names transferred to Designs, LLC pursuant to the Designs Assignment of Marks.

WHEREAS, Assignee desires to accept the transfer and assignment of, all of Assignor's servicemarks, trademarks and trade names as noted above, including worldwide right, title and interest in, to and under Assignor's registered and unregistered domestic and foreign servicemarks, trademarks, trademark applications and trade names not transferred under the Designs Assignment of Marks, including without limitation the servicemarks, trademarks, servicemark and trademark applications and trade names listed on Schedule "A" annexed hereto and incorporated herein by reference (all of the foregoing being referred to herein as the "Marks").

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NOW, THEREFORE, Assignor, for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under the Marks, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of any Mark, whether arising prior to or subsequent to the date of this Assignment, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States, Canada and in any other jurisdiction, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Assignment not been made.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment shall be governed by and construed in accordance with the laws of the State of Alabama without giving effect to the principles of conflicts of laws thereof.

IN WITNESS WHEREOF, the parties have authorized and caused its appropriate officer to execute this Assignment of Servicemarks and Trademarks as of the date and year first above written

ASSIGNOR:

HDI HOLDINGS, INC.,
F/K/A HDI SOLUTIONS, INC.,
An Alabama corporation

By: 

Name: Guy R. DiBenedetto, Jr.
Title Chief Executive Officer

ASSIGNEE:

HDI SOLUTIONS, LLC,
An Alabama limited liability company

By: 

Name: Guy R. DiBenedetto, Jr.
Title Chief Executive Officer

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TRADEMARK
REEL: 004709 FRAME: 0367

SCHEDULE A

HDI Solutions, LLC

<u>Registered Service Marks/ Trademarks</u>	<u>U.S. Registration No.</u>	<u>Date of Registration</u>
HDI Solutions	3,859,142	October 12, 2010
PACTRAC	3,011,025	November 1, 2005

Unregistered Service Marks and Trademarks

OnlineIVS

eCase Manager

AccuEntry