

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
Rob M. Donnelly		01/25/2012	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	cGate Health, Inc.		
Also Known As:	AKA cGate		
Street Address:	1250 S. Capital of Texas Highway		
Internal Address:	Building 3, Suite 400		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78746		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3842888	CGATE	
CORRESPONDENCE DATA			
Fax Number:	(866)715-1284		
Phone:	512-777-2727		
Email:	Jim@BoeckmanLaw.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:	Jim Boeckman		
Address Line 1:	2304 Westover Road		
Address Line 4:	Austin, TEXAS 78703		
ATTORNEY DOCKET NUMBER:	CGATE		
NAME OF SUBMITTER:	Jim Boeckman		
Signature:	/Jim Boeckman/		

OP \$40.00 3842888

TRADEMARK

Date:

02/09/2012

Total Attachments: 4

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TRADEMARK ASSIGNMENT

This Assignment is effective as of the 23 day of January, 2012, by and between Rob M. Donnelly, a citizen of the United States having an address at 7004 Bee Cave Road, Bldg. III, Suite 300, Austin, Texas 78746 ("Assignor"), and cGate Health, Inc., a company organized and existing under the laws of the State of Texas, having its principal place of business at 1250 S. Capital of Texas Hwy., Building 3, Suite 400, Austin, Texas 78746 ("Assignee").

WITNESSETH:

WHEREAS, the Assignor is the owner of any and all rights associated with all the mark cGate, US Registration No. 3,842,888 (the "Mark"), including, without limitation, any and all common law rights derived through the Assignor's use of the Mark, rights associated with any state or federal applications to register the Mark, and any copyrights, trade dress rights, and other intellectual property rights acquired by the Assignor through the Assignor's use of the Mark; and

WHEREAS, the Assignee is desirous to acquire all right, title and interest, and any and all good will associated therewith, in the Mark.

NOW, THEREFORE, in consideration of monies and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby sells, assigns, and transfers unto the Assignee, its successors, assigns, and legal representatives, the full and exclusive worldwide right, title, and interest in and to any and all rights associated with the Mark, including, without limitation:

the common law trademark rights associated with the Mark, any and all state trademark applications associated with the Mark, any and all United States trademark applications associated with the Mark, and any foreign trademark rights associated with the Mark, including the goodwill embodied with the Mark, any and all stylized and typed versions of the Mark, the right to obtain further trademark registrations related thereto, and the right to sue for infringements and past infringements thereof;

any and all copyrights associated with the advertising used in connection with the Mark, including but not limited to the right to obtain subsequent registrations of copyright therein with the United States Copyright Office, rights in all variations or any other derivative or similar artwork, and all rights corresponding thereto throughout the world, including the right to sue for infringement of these copyrights, including any and all past infringements and damages resulting therefrom;

any and all trade dress rights associated with the packaging and advertising of products used in connection with the Mark and all rights corresponding thereto throughout the world, including the right to sue for infringement of these trade dress rights, and including any and all past infringements and damages resulting therefrom; and

any and all domain names owned or controlled by the Assignor that include the Mark or similar formatives thereof.

Assignor hereby requests the Commissioner of Trademarks of the United States and any Official of any country or countries foreign to the United States whose duty it is to receive or register trademarks or applications therefor to record the Assignee as the owner of the Mark and to issue all registrations for the Mark, to be in the name of the Assignee, as the Assignee of the Mark, for the sole use of the Assignee, its successors, legal representatives, and assigns, in accordance with the terms of this Assignment.



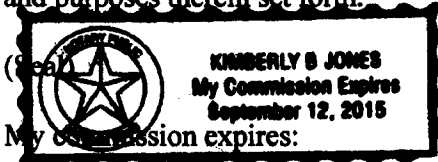
EXECUTED as of the date first written above

**ASSIGNOR:
ROB M. DONNELLY**

By: R.M.D.
Name: ROB M DONNELLY
Title: FOUNDER, PRINCIPALS

STATE OF Texas)
County of Travis) ss.

On this 24 day of January, 2012, before me, a notary public in and for said county, appeared Rob Donnelly, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he acknowledged that he signed, sealed, and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.



KB Jones
Notary Public

My commission expires:
12 Sept 2015

ASSIGNEE:
cGATE HEALTH, INC.

By: *Gary Fortin*
Name: Gary Fortin
Title: President

STATE OF Texas)
County of Travis) ss.

On this 26th day of January, 2012, before me, a notary public in and for said county, appeared Gary Fortin, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he acknowledged that he signed, sealed, and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

(Seal)

Lupe Naomi Espinoza
Notary Public

My commission expires:
11/7/2012

