

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM310938

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TheraSim, Inc.		07/01/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Sim AS, LLC		
Street Address:	111 Eighth Avenue, Suite 700		
Internal Address:	c/o Medscape, LLC		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10011		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4430262	MEDSIMS	
Registration Number:	4493297	AIME	
Serial Number:	85574149	S	
Registration Number:	3138104	CLINICAL COMPOSER	
Registration Number:	3780546	THERASIM LMX	
Registration Number:	3115956	THERASIM	
Registration Number:	4523598	TRIALSIMS	
CORRESPONDENCE DATA			
Fax Number:	7036106200		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	703-610-6100		
Email:	boxip@hoganlovells.com		
Correspondent Name:	Timothy J. Lyden, Hogan Lovells US LLP		
Address Line 1:	7930 Jones Branch Drive, 9th Floor		
Address Line 2:	Box Intellectual Property		
Address Line 4:	McLean, VIRGINIA 22102		
ATTORNEY DOCKET NUMBER:	026405.18		
NAME OF SUBMITTER:	Timothy J. Lyden		

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SIGNATURE:	/Timothy J. Lyden/
DATE SIGNED:	07/17/2014
Total Attachments: 5 source=TheraSim - Assignment of Trademarks (Final)#page1.tif source=TheraSim - Assignment of Trademarks (Final)#page2.tif source=TheraSim - Assignment of Trademarks (Final)#page3.tif source=TheraSim - Assignment of Trademarks (Final)#page4.tif source=TheraSim - Assignment of Trademarks (Final)#page5.tif	

ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS (this “**Assignment**”), dated as of July 1, 2014, is entered into between **TheraSim, Inc.**, a Delaware corporation (“**Seller**”) and **Sim AS, LLC**, a Delaware limited liability company and a wholly-owned subsidiary of Medscape, LLC, a Delaware limited liability company (“**Purchaser**”). Seller and Purchaser are sometimes referred to herein, individually, as a “**Party**” and, collectively, as the “**Parties.**” Unless otherwise provided in this Assignment, capitalized terms not otherwise defined in this Assignment, including in the recitals hereto, shall have the meanings attributed to such terms in the APA (as hereinafter defined).

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of the date hereof, entered into among the Parties, Andromeda Capital Partners LLP, Gordon Cervenka, and Erik Troan (the “**APA**”), Seller agreed to sell to Purchaser, and Purchaser agreed to purchase from Seller, Purchased Assets including Trademarks, on the terms and subject to the conditions and exceptions set forth herein and in the APA; and

WHEREAS, to evidence and effect the assignment to Purchaser of the Trademarks, including those Trademarks set forth on Exhibit A attached hereto (the “**Assigned Marks**”), as provided for in the APA, Seller has agreed to deliver this Assignment to Purchaser.

NOW, THEREFORE, in consideration of the foregoing and the representations, warranties, covenants, agreements and provisions set forth herein and in the APA, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

1. Assignment of Assigned Marks. As of the date first written above, Seller hereby sells, conveys, transfers, assigns, and delivers to Purchaser, and Purchaser hereby purchases, takes delivery of, accepts and acquires from Seller, all of Seller’s respective rights, title and interests in, to and under the Assigned Marks in the United States and its territorial possessions and in all foreign countries, together with the goodwill of the business symbolized by the Assigned Marks and all copies and tangible embodiments thereof (in whatever form or medium) and all rights of action arising therefrom, including all claims by reason of, and the right to collect damages for, the past, present or future infringement, dilution or misappropriation thereof.

2. Regulatory Authorities. Seller hereby authorizes the Commissioners for Patents and Trademarks of the U.S. Patent and Trademark Office and other empowered officials of relevant intellectual property offices and other governmental or regulatory authorities in each jurisdiction other than the United States, to record the transfer to Purchaser of all of Seller’s respective rights, title and interests in, to and under the Assigned Marks, and to issue all future registrations and other rights relating to such Assigned Marks to Purchaser.

3. Controlling Document. In the event of any conflict between this Assignment and the APA, the provisions in the APA shall control. Nothing herein is intended to alter, modify, expand or diminish the terms set forth in the APA.

4. Further Assurances. It is the intent of the Parties that all of each of Seller's respective rights, title and interests in, to and under the Assigned Marks be sold, conveyed, transferred, assigned and delivered to Purchaser as set forth herein and in the APA. From time to time after the Closing Date, at the request of Purchaser or Seller but without further consideration, Seller or Purchaser, as the case may be, will each execute and deliver to another Party such other instruments of conveyance, assignment and transfer and take such other actions as Purchaser and/or Seller reasonably may request in order to consummate the transactions contemplated hereby.

5. Entire Agreement. This Assignment may not be amended, supplemented or otherwise modified except by an instrument in writing signed by all of the Parties hereto. This Assignment, the APA, the Assignment of Copyrights, the Bill of Sale and the Assignment and Assumption Agreement and all exhibits and schedules hereto and thereto contain the entire agreement of the Parties hereto, superseding any prior agreements or understandings, written or oral, between the parties with respect to the subject matter hereof.

6. Governing Law. This Assignment (including any claim or controversy arising out of or relating to this Assignment) shall be governed by the law of the State of New York without regard to conflict of law principles that would result in the application of any Law other than the Laws of the State of New York.

7. Counterparts. This Assignment may be executed manually or by facsimile by the Parties, in any number of counterparts, each of which shall be considered one and the same agreement and shall become effective when a counterpart hereof shall have been signed by each of the Parties and delivered to each of the other Parties.

8. Construction. The language in all parts of this Assignment shall be construed, in all cases, according to its fair meaning. The Parties acknowledge that each Party and its counsel have reviewed and revised this Assignment and that any rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Assignment. The rules of interpretation in Section 1.2 of the APA shall apply to this Assignment

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed by duly authorized officers as of the date first above written.

SELLER:

THERASIM, INC.

By: *Gordon Cervenka*
Name: GORDON CERVENKA
Title: CEO

PURCHASER:

Sim AS, LLC

By: Medscape, LLC,
Its: Sole Member

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed by duly authorized officers as of the date first above written.

SELLER:

THERASIM, INC.

By: _____

Name: _____

Title: _____

PURCHASER:

Sim AS, LLC

By: Medscape, LLC,

Its: Sole Member

By: Douglas W. Nooney

Name: Douglas W. Nooney

Title: Vice President

EXHIBIT A

Assigned Trademarks

<u>NAME:</u>	<u>REGISTRATIO N OR APPLICATION NUMBER:</u>	<u>REGISTRATIO N DATE:</u>	<u>EXPIRATION DATE</u>	<u>STATUS:</u>
MedSims	4430262	11/5/13	11/5/2023	Live
AIME	4493297	3/11/14	3/11/2024	Live
"S"	85574149	Abandoned on 10/8/13	N/A	Dead
Clinical Composer	3138104	9/5/06	9/5/2016	Live
TheraSim LMX	3780546	4/27/10	4/27/2020	Live
TheraSim	3115956	7/18/06	7/18/2016	Live
TrialSims	4523598	4/29/14	4/29/2024	Live