

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM329246

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Transengen, Inc.		12/31/2014	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Virmedica, Inc.		
<b>Street Address:</b>	708 Mercers Mill Lane		
<b>City:</b>	West Chester		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	19382		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86345121	TRANSENGEN TIER4	
<b>Registration Number:</b>	3755990	TRANSENGEN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3148548660		
<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>			
<b>Phone:</b>	314-854-8748		
<b>Email:</b>	met@carmodymacdonald.com		
<b>Correspondent Name:</b>	Meg Thomas		
<b>Address Line 1:</b>	120 South Central Ave.		
<b>Address Line 2:</b>	Suite 1800		
<b>Address Line 4:</b>	St. Louis, MISSOURI 63105		
<b>NAME OF SUBMITTER:</b>	Meg Thomas		
<b>SIGNATURE:</b>	/Meg Thomas/		
<b>DATE SIGNED:</b>	01/16/2015		
<b>Total Attachments: 6</b>			
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source=Assignment of Intellectual Property (1471560x9DB39)#page2.tif			
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## ASSIGNMENT OF INTELLECTUAL PROPERTY

**THIS ASSIGNMENT OF INTELLECTUAL PROPERTY** (this "*Assignment*") is executed as of December 31, 2014 (the "*Effective Date*"), by **TRANSENGEN, INC.**, a Delaware corporation ("*Assignor*"), in favor of **VIRMEDICA, INC.**, a Delaware corporation ("*Assignee*").

**WHEREAS**, pursuant to the terms of that certain Asset Purchase Agreement by and between Assignor and Assignee dated as of July 22, 2014, as amended (the "*Purchase Agreement*"), Assignor has agreed to assign, and Assignee has agreed to acquire, the Intellectual Property (as defined in the Purchase Agreement), which includes but is not limited to the property described on Schedule A attached hereto and incorporated herein by reference;

**WHEREAS**, Assignor and Assignee desire to confirm the assignment of all of the Intellectual Property pursuant to this Assignment.

**NOW, THEREFORE**, in consideration of the above recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby agrees to and for the benefit of Assignee as follows:

1. Assignment. Assignor hereby irrevocably and unconditionally grants, sells, bargains, assigns, transfers, conveys, and delivers unto Assignee all of Assignor's right, title and interest anywhere in the world in and to the Intellectual Property and all work product and deliverables conceived, created or developed, including without limitation, any and all concepts, ideas, know-how, computer programs (including source code and object code), program libraries, scripts, coding, designs, algorithms, websites, documentation, systems, processes and structures, business processes and methodology and any other technical and business information as it relates to the Intellectual Property, and all copyrights, design rights, database rights, moral rights, patent rights, copyright registrations, patents, patent applications and continuations, trade secrets, and all other intellectual property rights recognized anywhere and all goodwill associated with such Intellectual Property, work product and deliverables (all of the foregoing, the "*Assigned Rights*"), the same to be held and enjoyed by Assignee, for its exclusive use and benefit and that of its successors and assigns, together with all claims for damages by reason of present or future infringement of any said Assigned Rights, if any, with the right to sue for and collect the same for its own use and for the use of its successors, assigns, or other legal representatives.

2. Terms of the Purchase Agreement. The terms of the Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements, and indemnities relating to the Intellectual Property are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein, and are true and correct at and as of the date hereof. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

3. Further Assurances.

a. At any time or from time to time after the date hereof, at Assignee's request and without further consideration, Assignor shall execute and deliver to Assignee such other instruments of sale, transfer, conveyance, assignment and confirmation, provide such materials and information and take such other actions as are reasonably necessary to transfer, convey and assign to Assignee, and to confirm Assignee's rights and title in and to any or all of the Assigned Rights.

b. Assignor hereby constitutes and appoints Assignee the true and lawful attorney in fact of Assignor with full power of substitution, in the name of Assignor or Assignee, but on behalf of and for the sole benefit of Assignee: (i) to demand and receive from time to time any and all of the Assigned Rights and to make endorsements and give receipts and releases for and in respect of the same and any part thereof; (ii) to defend, institute, prosecute, compromise and settle any and all actions or proceedings that Assignee may deem proper in order to collect, assert or enforce any claim, right or title of any kind in or to the Assigned Rights; (iii) to do all such acts and things in relation to the matters set forth in the preceding clauses (i) and (ii) as Assignee, in Assignee's sole discretion, shall deem desirable. Assignor hereby acknowledges that the appointment hereby made and the powers hereby granted are coupled with an interest and are not and shall not be revocable by it or him in any manner or for any reason.

4. Miscellaneous.

a. Successors and Assigns. This Assignment and the agreements, undertakings and representations herein contained shall inure to the benefit of and bind the parties hereto and their respective successors and assigns.

b. Governing Law. This Assignment shall in all respects be interpreted, enforced and governed by and construed in accordance with the laws of the State of Delaware, regardless of its choice of law provisions.


*[Remainder of page intentionally left blank: signature page attached.]*

SIGNATURE PAGE TO  
ASSIGNMENT OF INTELLECTUAL PROPERTY

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed as of the date first above written.

ASSIGNOR:

TRANSENGEN, INC.

By:   
Name: Randall Rogers  
Title: CEO and President

SCHEDULE A

(a) TransEngen Tier4 :

Mark Image

TRANSENGEN TIER4

Word Mark TRANSENGEN TIER4

Goods and Services IC 042, US 100 101, G & S: Software as a service (SAAS) services featuring software for automating or accelerating a medical or pharmacy provider's reimbursement process and improving access to medications for patients, providers and other key healthcare stakeholders

Standard Characters Claimed

Mark Drawing Code (4) STANDARD CHARACTER MARK

Serial Number 86345121

Filing Date July 22, 2014

Current Basis 1B

Original Filing Basis 1B

Published for Opposition January 6, 2015

Owner (APPLICANT) TransEngen, Inc. CORPORATION DELAWARE 6 Research Drive, Suite 210 Shelton CONNECTICUT 06484

Attorney of Record Micheline Kelly Johnson

Prior Registrations 3755990;4409622

Type of Mark SERVICE MARK

Register PRINCIPAL

Live/Dead Indicator LIVE

(b) TransEngen

# TRANSENGEN

Word Mark TRANSENGEN

Goods and Services IC 036, US 100 101 102, G & S: Providing point of sale debit and credit card transaction processing services to healthcare providers; electronic payment services, namely, electronic processing and transmission of bill payments via electronic check conversion, electronic benefits transfer, credit cards, debit cards, healthcare cards, and automated clearinghouse (ACH) transactions. FIRST USE: 20090415, FIRST USE IN COMMERCE: 20090415

IC 042, US 100 101, G & S: Application service provider (ASP) featuring software and software systems for healthcare insurers, payors and providers for billing and reimbursement of health care services, including insurance claims processing, health benefits claims processing, credit and debit card processing, electronic payment services, invoicing and reporting, tracking of benefits utilization, determination of patient co-pay amounts, and confirmation of patient benefits eligibility, including eligibility for government and charitable payment assistance. FIRST USE: 20090415, FIRST USE IN COMMERCE: 20090415

Standard Characters Claimed

Mark Drawing Code (4) STANDARD CHARACTER MARK

Serial Number 77682535

Filing Date March 3, 2009

Current Basis 1A

Original Filing Basis 1B

Published for Opposition July 7, 2009

Registration Number 3755990

Registration Date March 2, 2010

Owner (REGISTRANT) TRANSENGEN, INC. CORPORATION DELAWARE 2ND FLOOR  
15 OAKWOOD AVENUE NORWALK CONNECTICUT 06850

Assignment Recorded ASSIGNMENT RECORDED

Attorney of Record Deborah L. Benson

[12489/00301/1446968.DOC.]

Type of Mark SERVICE MARK

Register PRINCIPAL

Live/Dead Indicator LIVE

NOTE: Seller cannot and does not represent or warrant the intellectual property rights, including but not limited to the rights of use, of the name or mark "TIER4".

(c) All domain names of the Business, including:

[www.transengen.com](http://www.transengen.com)

[www.transengen.net](http://www.transengen.net)

(d) Paid Licenses:

[Oracle Standard 11g](#)

[DBVisit \(supports database replication for DR system\)](#)

[Free Licenses:](#)

[Oracle Java 1.7 & 1.8](#)

[Apache Web Server](#)

[Apache Tomcat 6 \(for Merck product\)](#)

[Apache Tomcat 7 \(for other portals\)](#)

[Libraries:](#)

[Apache commons](#)

[Ostermiller 1.07.00](#)

[Cryptix 3.2.0](#)

[Guava 11.0.2](#)

(e) [Additional software used for development purposes:](#)

[Free Licenses:](#)

[Oracle Java JDK 1.7 \(Development environment\)](#)

[Eclipse Kepler \(Development IDE\)](#)

[Jenkins \(Continuous Integration\)](#)

[Apache Ant \(Builds\)](#)

[Apache Ivy \(Builds\)](#)

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