TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM335399

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE: ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Physicians Interactive, Inc.		04/30/2014	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Skyscape Medpresso, Inc.	
Street Address:	360 Church Street, Suite 110	
City:	Northborough	
State/Country:	MASSACHUSETTS	
Postal Code:	01532	
Entity Type:	CORPORATION: DELAWARE	

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	2671430	
Registration Number:	2624400	SKYSCAPE
Registration Number:	2699643	SKY SCAPE

CORRESPONDENCE DATA

Fax Number: 7816225933

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.

Phone: 1 781 622 5930

Email: trademark@mbbp.com

Callie L. Pioli **Correspondent Name:**

Address Line 1: 230 Third Avenue, 4th Floor

Address Line 2: CityPoint

Address Line 4: Waltham, MASSACHUSETTS 02451

NAME OF SUBMITTER:	Callie L. Pioli	
SIGNATURE:	/Callie L. Pioli/	
DATE SIGNED:	03/17/2015	

Total Attachments: 4

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "<u>Assignment</u>") is made and delivered this 30th day of April, 2014, by Physicians Interactive, Inc., a Delaware corporation ("<u>Assignor</u>"), for the benefit of Skyscape Medpresso, Inc., a Delaware corporation ("<u>Assignee</u>"). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement (as hereinafter defined).

WHEREAS, Assignor is the owner of those certain trademarks now registered with United States Patent and Trademark Office (the "PTO") set forth on Exhibit A attached hereto (the "Marks"); and

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement, dated as of August 26, 2013 (the "Purchase Agreement"), the terms of which are incorporated herein by reference, which provides, among other things, for the assignment and transfer by Assignor to Assignee of the Marks and that portion of the ongoing and existing business of Assignor to which the Marks pertain;

NOW, THEREFORE, in consideration of the Purchase Agreement and the mutual covenants and promises contained therein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

- 1. Assignor hereby assigns to Assignee all right, title and interest it may now have, may ever have had or may ever have, in and to Marks and the goodwill of the business symbolized thereby. All rights and privileges, including the right to sue for and receive all damages from past infringements of the Marks, will be held and enjoyed by Assignee and its successors, assigns and other legal representatives.
- 2. Assignor agrees, at Assignee's expense and request (i) to execute and deliver whenever requested all lawful papers required to make any of the foregoing provisions effective; and (ii) to generally provide all further cooperation, including taking such further action and executing such additional documents, which Assignee, its successors and assigns reasonably request to secure, obtain or enforce proper protection for the Marks and all associated rights in this or any foreign country.
- 3. Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any other official throughout the world whose duty is to register and record ownership in trademark registrations and applications for registration of trademarks, to record Assignee as the assignee and owner of any and all of Assignor' rights in the Marks.
- 4. Each capitalized term in this Agreement shall have the same meaning as is ascribed to such term in the Asset Purchase Agreement, unless otherwise specified herein. Nothing in this Agreement, express or implied, is intended to or shall be construed to modify, expand or limit in any way the terms of the Asset Purchase Agreement. In the event that there exists any conflict or difference between any of the

terms and conditions hereof and any of the terms and conditions of the Asset Purchase Agreement, the Asset Purchase Agreement will control.

5. This Assignment is to be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts without giving effect to any of the conflict of law rules thereof, and may be canceled, modified or amended only by a written instrument executed by Assignor and Assignee.

[SIGNATURE ON FOLLOWING PAGE]

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IN WITNESS WHEREOF, and intending to be legally bound hereby, Assignor has caused this Assignment to be executed and delivered as of the day and year first above written.

SKYSCAPE.COM, INC.

Name:

Title:

(M0749033.1.)

Exhibit A

Marks

Case Number: SCAPETM06

(MISCELLANEOUS DESIGN) [antenna design]

USPTO Registration Number: 2671430

Registered: 1-7-2003

Status: Live

Case Number: SCAPETM07

SKYSCAPE

USPTO Registration Number: 2624400

Registered: 9-24-2002

Status: Live

Case Number: SCAPETM05 SKY SCAPE (&DESIGN)

USPTO Registration Number: 2699643

Registered: 3-25-2003

Status: Live

Case Number: SCAPETM02

ARTBEAT

USPTO Registration Number: 3021443

Registered: 11-29-2005 Status: Dead / Cancelled

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