

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM343905

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Plexus Information Systems, Inc.		06/05/2015	CORPORATION: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	Plexus Technology Group, LLC		
Street Address:	255 W. Michigan Avenue		
City:	Jackson		
State/Country:	MICHIGAN		
Postal Code:	49201		
Entity Type:	LIMITED LIABILITY COMPANY: MICHIGAN		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	86281471	MEDICART	
Registration Number:	4035734	ANESTHESIA TOUCH	
CORRESPONDENCE DATA			
Fax Number:	7349302494		
<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:	734-930-0121		
Email:	asujek@bodmanlaw.com		
Correspondent Name:	Angela Alvarez Sujek - Bodman PLC		
Address Line 1:	201 South Division, Suite 400		
Address Line 4:	Ann Arbor, MICHIGAN 48104		
NAME OF SUBMITTER:	Angela Alvarez Sujek		
SIGNATURE:	/Angela Alvarez Sujek/		
DATE SIGNED:	06/08/2015		
Total Attachments: 6			
source=Assignment of IP#page1.tif			
source=Assignment of IP#page2.tif			
source=Assignment of IP#page3.tif			
source=Assignment of IP#page4.tif			

OP \$65.00 86281471

source=Assignment of IP#page5.tif

source=Assignment of IP#page6.tif

ASSIGNMENT OF INTELLECTUAL PROPERTY

This ASSIGNMENT OF INTELLECTUAL PROPERTY (this "Assignment"), dated as of June 5, 2015 is made by and between Plexus Information Systems, Inc., a Massachusetts corporation (the "Company"), and Plexus Technology Group, LLC, a Michigan limited liability company (the "Buyer"). Capitalized terms not otherwise defined in this Agreement will have the meanings given to them in the Purchase Agreement (as defined in Recital A below).

RECITALS

A. The Company, the Buyer, MiraMed Global Services, Inc., Plexus Management Group, Inc. and certain other parties are parties to a Membership Interest and Asset Purchase Agreement, dated as of the date hereof (the "Purchase Agreement"), pursuant to which the Company has agreed to sell, assign, transfer and deliver the PIS Purchased Assets, including the Company's Intellectual Property, to the Buyer.

B. The parties desire to effect the sale, assignment, transfer and delivery of the Company's Intellectual Property to the Buyer, with the Company selling, assigning, transferring and delivering all of its Intellectual Property to the Buyer, and the Buyer accepting all such Intellectual Property as set forth below.

C. This Agreement is being executed and delivered at the Closing pursuant to the Purchase Agreement.

NOW, THEREFORE, for the consideration described in the Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Intellectual Property. The Company hereby irrevocably sells, assigns, transfers and delivers to the Buyer, and its successors and assigns forever, free and clear of all Encumbrances, all of the Company's right, title and interest, of whatever kind, throughout the world, in and to the Company's Intellectual Property, including more specifically, but without limitation, (a) any and all of the Company's trademarks, service marks, trade names, domain names and all applications therefore (the "Marks"), together with all of the goodwill associated with and symbolized by the Marks, including any applications, registrations, renewals and extensions thereof for the Marks and as further detailed in the attached Exhibit A; (b) any and all of the Company's worldwide patent rights and rights of similar nature, including without limitation those detailed in the attached Exhibit B (the "Patents"), along with the Company's entire right, title and interest in and to the inventions claimed in the Patents, including the right to file foreign patent applications corresponding to such Patents, and the right to claim the priority date of the Patents and any legal equivalents thereof, and any and all corresponding patents and patent applications in the United States of America and all foreign countries which have been or may be granted therefor and thereon, and to any and all divisions, continuations, continuations-in-part, reexaminations, substitutions, reissues, extensions and renewals of such patents, the same to be held and enjoyed by Buyer, as fully and entirely as the same would have been held and enjoyed by the Company had this assignment and sale not been made, and (c) all other corresponding rights at common law or otherwise that are or may be secured under the laws of the United States of America or any foreign country, now or hereafter in effect.

2. Rights. The foregoing sales, assignments and transfers all include rights to collect royalties, products and proceeds in connection with any of the foregoing and all rights to sue for past, present or future infringement, misappropriation or other violation of the foregoing, and all rights to recover damages or lost profits in connection therewith. In addition, the Company agrees that it shall not oppose any application, seek to cancel any registration or initiate re-examination, object to any use by the Buyer of the Company's Intellectual Property, or assist any third party in any of the foregoing.

3. Further Assurances. The Company will promptly take such action at the Buyer's expense, including, without limitation, the prompt execution and delivery of documents in recordable form, as may be reasonably requested by the Buyer to vest, secure, and perfect, the rights and interests of the Buyer in, to and under the Company's Intellectual Property.

4. Conflict with Purchase Agreement. This Assignment is executed and delivered pursuant to the Purchase Agreement and shall be subject to the terms and conditions of, and interpreted in accordance with, the Purchase Agreement. To the extent of any conflict between the terms and conditions of this Assignment and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall govern, supersede and prevail.

5. Recordation. The Company hereby authorizes the Commissioner of Trademarks of the U.S. Patent and Trademark Office and any other appropriate national, federal and state government officials, to record this Assignment upon request by the Buyer or its representatives and to issue one or more new certificates of registration in the Buyer's name.

6. Amendment. This Assignment may not be amended, modified, waived, or terminated except in a writing signed by the Company and the Buyer.

7. Binding Effect. This Assignment shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

8. Governing Law. This Agreement shall be construed in accordance with the laws of the State of New York, without giving effect to the choice of law principles thereof or of any other jurisdiction.

9. Execution. This Agreement may be executed by facsimile, scanned and emailed or other electronic signatures and in counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.

[signature page follows]

IN WITNESS WHEREOF, the parties have caused this Assignment of Intellectual Property to be duly executed as of the date first above written.

BUYER:

PLEXUS TECHNOLOGY GROUP, LLC

By: 
Name: Hamid Mirafzali
Title: Manager

COMPANY:

PLEXUS INFORMATION SYSTEMS, INC.

By: _____
Name: Brian Hanks
Title: Treasurer

IN WITNESS WHEREOF, the parties have caused this Assignment of Intellectual Property to be duly executed as of the date first above written.

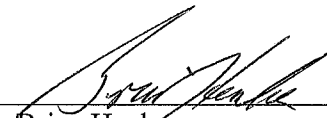
BUYER:

PLEXUS TECHNOLOGY GROUP, LLC

By: _____
Name:
Title:

COMPANY:

PLEXUS INFORMATION SYSTEMS, INC.

By:  _____
Name: Brian Hanks
Title: Treasurer

[Signature Page to Assignment of Intellectual Property]

EXHIBIT A – MARKS

Mark	Source/Status	App. Date/ No. Reg. Date/No.	Owner
MEDICART	USPTO Pending	App 14-MAY-2014 App 86281471	PLEXUS INFORMATION SYSTEMS, INC MASSACHUSETTS CORPORATION 690 CANTON ST SUITE 325 HTTP://WWW.PLEXUSIS.COM WESTWOOD, MASSACHUSETTS, 02090
ANESTHESIA TOUCH	USPTO Registered	App 11-MAR-2010 App 77956412 Reg 04-OCT-2011 Reg 4035734	PLEXUS INFORMATION SYSTEMS, INC. MASSACHUSETTS CORPORATION 690 CANTON STREET, SUITE 325 WESTWOOD, MASSACHUSETTS, 02090

Domain	Source	Owner
PLEXUSIS.COM	Domain Names	Plexus Information Systems, Inc.

EXHIBIT B - PATENTS

Title	Publication No.	Pub. Date	Application No.	App. Date	Owner
SYSTEMS AND METHODS FOR DOCUMENTING ELECTRONIC MEDICAL RECORDS RELATED TO ANESTHESIA	US2011306926	20111215	US20110160833	20110615	Plexus information Systems, Inc.