

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM455515

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Healthcare Regional Marketing, LLC		12/19/2017	Limited Liability Company: NEW JERSEY
RECEIVING PARTY DATA			
Name:	Relevate Health Group Inc.		
Street Address:	4270 Ivy Pointe Boulevard		
Internal Address:	Suite 220		
City:	Cincinnati		
State/Country:	OHIO		
Postal Code:	45245		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3632601	PRACTICESHARE	
CORRESPONDENCE DATA			
Fax Number:	5136516981		
<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:	513-651-6800		
Email:	trademarks@fbtlaw.com		
Correspondent Name:	Monica L. Dias		
Address Line 1:	3300 Great American Tower		
Address Line 2:	301 East Fourth Street		
Address Line 4:	Cincinnati, OHIO 45202		
NAME OF SUBMITTER:	Monica L. Dias		
SIGNATURE:	/MLD/		
DATE SIGNED:	12/21/2017		
Total Attachments: 2			
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OP \$40.00 3632601

TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment") is entered into this 19th day of December, 2017 (the "Execution Date"), by and between Healthcare Regional Marketing, LLC, a New Jersey limited liability company having offices at 4270 Ivy Pointe Boulevard, Suite 220, Cincinnati, Ohio 45245 ("Assignor"), and Relevate Health Group Inc., a Delaware corporation having offices at 4270 Ivy Pointe Boulevard, Suite 220, Cincinnati, Ohio 45245 ("Assignee").

WHEREAS, Assignor is the sole owner of the entire right, title, and interest in and to the PRACTICESHARE trademark including but not limited to U.S. Trademark Registration No. 3,632,601 registered with the United States Patent and Trademark Office, along with all of the goodwill of the business symbolized thereby and associated therewith (the "Mark");

WHEREAS, pursuant to a certain Omnibus Contribution Agreement dated June 30, 2015, Assignor intended to assign, sell, and transfer to Assignee the entire right, title, and interest in and to the Mark, together with all of the goodwill associated with the Mark and with the business in connection with which the Mark is used, and Assignee intended to acquire the entire right, title, and interest in and to the Mark, together with all of the goodwill associated with the Mark and with the business in connection with which the Mark is used;

WHEREAS, Assignor and Assignee desire to effectuate the intent of the parties with regard to the Mark pursuant to the Omnibus Contribution Agreement and to finalize, document, and record with the United States Patent and Trademark Office the assignment of the Mark from Assignor to Assignee; and

WHEREAS, Assignee is desirous of acquiring the entire right, title, and interest in and to the Mark, together with all of the goodwill associated with the Mark and with the business in connection with which the Mark is used;

NOW, THEREFORE, in consideration of the above premises and for ten dollars (\$10.00) and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and effective as of the Execution Date:

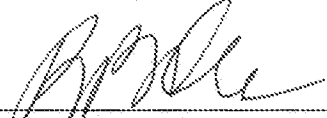
Assignor hereby sells, assigns, transfers, conveys, sets over, and delivers to Assignee all Assignor's right, title, and interest in and to the Mark, along with all of the goodwill of the business symbolized thereby and associated therewith, the same to be held and enjoyed by Assignee, its successors, permitted assigns or legal representatives, together with income, royalties, damages or payments due on or after the date hereof, including, without limitation, all claims for damages or payments by reason of infringement or unauthorized use of the Mark, along with the right to sue for past infringements and collect same for Assignee's sole use and enjoyment. Assignor further covenants with Assignee to execute, when requested, such additional assignments, instruments and documents as may be necessary or desirable to effectuate this Assignment.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly executed representatives as of the Execution Date.

[SIGNATURE PAGE FOLLOWS]

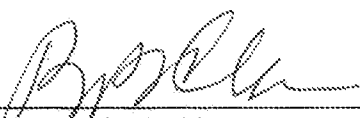
ASSIGNOR:

Healthcare Regional Marketing, LLC

By: 
Name: Robin B. Clawson
Title: General Counsel

ASSIGNEE:

Relevate Health Group Inc.

By: 
Name: Robin B. Clawson
Title: General Counsel

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