

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM513361

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
J & H Medsoft Limited Liability Company		10/12/2018	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	Medici Technologies, LLC		
Street Address:	7500 Rialto Boulevard		
Internal Address:	Building II, Suite 150		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78735		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4113839	DOCBOOKMD	
CORRESPONDENCE DATA			
Fax Number:	8032559831		
<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:	8037992000		
Email:	meredith.ridley@nelsonmullins.com		
Correspondent Name:	Nelson Mullins Riley & Scarborough LLP		
Address Line 1:	301 S. College Street		
Address Line 2:	23rd Floor, IP Department		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
NAME OF SUBMITTER:	Christopher D. Casavale		
SIGNATURE:	/Christopher D. Casavale/		
DATE SIGNED:	03/08/2019		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("*TM Assignment*"), dated as of October 12, 2018, is made by J & H Medsoft Limited Liability Company ("*Seller*"), a Texas limited liability company, located at 3800 N. Lamar Boulevard, Suite 200, Austin, Texas, in favor of Medici Technologies, LLC ("*Buyer*"), a Delaware limited liability company, located at 7500 Rialto Boulevard, Building II, Suite 150, Austin, Texas 78735, the purchaser of certain assets of Seller pursuant to an Asset Purchase Agreement between Seller and Buyer dated as of October 12, 2018 (the "*Asset Purchase Agreement*").

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this TM Assignment, for recording with the United States Patent and Trademark Office and corresponding offices or agencies in any applicable jurisdictions;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title, and interest in and to the following (the "*Assigned IP*"):

(a) the trademark registrations and applications set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof (the "*Trademarks*"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

(b) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding offices or agencies in any applicable jurisdictions to record and register this TM Assignment upon request by Buyer. Following the date hereof, upon Buyer's reasonable request, at Buyer's sole cost and expense, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or

other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned IP to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this TM Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This TM Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this TM Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this TM Assignment.

5. Successors and Assigns. This TM Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This TM Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this TM Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Texas, without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction).

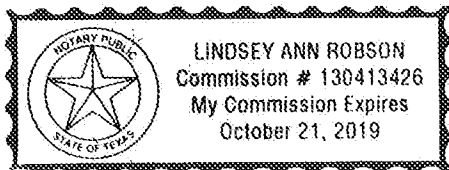
IN WITNESS WHEREOF, Seller has duly executed and delivered this TM Assignment as of the date first above written.

J & H Medsoft Limited Liability Company

By: 
Aleksander Szymanski, President

STATE OF TEXAS §
COUNTY OF TRAVIS §


This instrument was acknowledged before me on October 12, 2018, by Aleksander Szymanski, President of J & H Medsoft Limited Liability Company, a Texas limited liability company, on behalf of said limited liability company.




NOTARY PUBLIC, STATE OF TEXAS

TRADEMARK ASSIGNMENT AGREEMENT AGREED TO AND ACCEPTED as of the date first written above:

Medici Technologies, LLC

DocuSigned by:
BY 

Clinton Phillips, CEO

STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on October 12, 2018, by Clinton Phillips, Chief Executive Officer of Medici Technologies, LLC, a Delaware limited liability company, on behalf of said limited liability company.



NOTARY PUBLIC, STATE OF TEXAS



SCHEDULE 1

ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark	Register	Serial/ Application No.	Registration No.
DOCBOOK MD	U.S. Principal	85190174	4113839