

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
William Rex Akers	08/25/2011
RECEIVING PARTY DATA	
Name:	1-Rex, Inc.
Street Address:	3305 Scarborough Lane Court
City:	Colleyville
State/Country:	TEXAS
Postal Code:	76034
PROPERTY NUMBERS Total: 6	
Property Type	Number
Application Number:	12239486
Application Number:	11098168
Application Number:	13036576
Application Number:	13036626
Application Number:	13036691
Patent Number:	7899686
CORRESPONDENCE DATA	
Fax Number:	(617)951-8736
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(617) 951-8685
Email:	nicole.deane@bingham.com
Correspondent Name:	Steven J. Russell
Address Line 1:	Bingham McCutchen LLP
Address Line 2:	2020 K Street, NW
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20006
NAME OF SUBMITTER:	Steven J. Russell/N.Deane

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REEL: 026870 FRAME: 0909

Total Attachments: 6

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IP ASSIGNMENT

This IP ASSIGNMENT (this "Assignment"), dated as of August 25, 2011, by and between William Rex Akers ("Assignor"), and 1-Rex, Inc., a Delaware corporation, or its designee ("Assignee"). Brooke Akers joins this Assignment solely with respect to Section 8 below. All capitalized terms used, but note otherwise defined, herein shall have the meanings ascribed to such term in the Purchase Agreement (as defined below).

WHEREAS, Assignor, Assignee, and certain other parties have entered into a Stock Purchase Agreement, dated as of August 25, 2011 (the "Purchase Agreement"), pursuant to which, among other things, Assignor has agreed to sell, and the Assignee has agreed to purchase, certain intellectual property assets of Assignor, which are more particularly set forth on Schedule A attached hereto (such intellectual property assets, the "Assigned IP"); and

WHEREAS, pursuant to the Purchase Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, all of its worldwide rights, titles and interest in and to the Assigned IP.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and agreements contained in this Assignment and in the Purchase Agreement, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Assignment. Pursuant to and subject to the terms and conditions of the Purchase Agreement, Assignor hereby assigns to Assignee, and Assignee hereby accepts, all of Assignor's rights, titles and interest throughout the world in and to the Assigned IP, including (A) any inventions and improvements claimed or disclosed therein, (B) any and all letters patents, patent applications, certificates of invention, design registrations, or utility models that may be sought or granted in respect of the Assigned IP in the United States, its territorial possessions and all foreign countries, and (C) any and all reissues, reexaminations, divisions, continuations, continuations-in-part, substitutes, and extensions that may be granted with respect to the Assigned IP in the United States, its territorial possessions and/or any foreign countries, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with (W) the right, if any, to register or apply in all countries and regions in the Assignee's name for patents, utility models, design registrations, and like rights of exclusion and for inventors' certificates for said inventions and improvements, as well as trademarks, domain names and Internet protocols for the Assigned IP; (X) the right to prosecute, maintain and defend or assert the Assigned IP before any public or private agency or entity, office or registrar including by filing reissues, reexaminations, divisions, continuations, continuations-in-part, substitutes, extensions and all other applications for the Assigned IP; (Y) the right, if any, to claim priority based on the filing dates of any of the Assigned IP under the International Convention for the Protection of Industrial Property, the Patent Cooperation Treaty, the European Patent Convention, the Paris Convention, and all other treaties of like purposes; and (Z) the right to sue and recover damages or other compensation for past, present or future infringements of the Assigned IP, the right to sue and obtain equitable relief, including injunctive

relief, in respect of such infringements, and the right to fully and entirely stand in the place of the Assignor in all matters related thereto.

2. Patent Licenses.

a. For the avoidance of doubt, Assignor, subject to the terms of this Assignment and the Purchase Agreement, hereby sells, assigns, transfers and conveys to the Assignee free and clear of all liens, all of the Assignor's right, title and interest in and to that certain Patent License, effective as of November 8, 2007, between Assignor and LDM Group, LLC (the "Patent License"), and Assignee hereby accepts such sale, assignment, transfer and conveyance of the Patent License; provided, however, that each of the Assignor and Assignee acknowledge and agree that Assignor shall retain all right, title and interest in and to any and all accrued and unpaid accounts receivable arising thereunder as of the Closing Date.

b. Upon consummation of this Assignment, (i) Schedule A to that certain Patent License Agreement between Assignor and Assignee, effective as of June 29, 2006, (as the same may be amended from time to time) shall be automatically amended to delete therefrom any of the Assigned IP identified on Schedule A hereto without any further action required by the parties to such agreement, and (ii) Schedule A to that certain Patent License Agreement between Assignor and FDS, Inc., a Delaware corporation ("FDS"), effective as of June 29, 2006, (as the same may be amended from time to time) (the "FDS License Agreement"), shall be automatically amended to delete therefrom any of the Assigned IP identified on Schedule A hereto (the "FDS Assigned IP") without any further action required by the parties to such agreement; provided, however, with respect to such FDS Assigned IP, (A) Assignee acknowledges that such FDS Assigned IP shall be assigned hereunder subject to the terms and conditions of the FDS License Agreement, (B) Assignor acknowledges that following the assignment contemplated hereby, Assignor shall no longer have any right to license such FDS Assigned IP to any person, and (C) Assignee confirms that it will license such FDS Assigned IP to FDS pursuant to a written license agreement.

3. Cooperation. Assignor shall use commercially reasonable efforts to take actions and execute and deliver documents that Assignee may reasonably request to effect the terms of this Assignment and to perfect Assignee's title in and to the Assigned IP assigned to it hereunder.

4. Recordation. Assignee shall be solely responsible for all actions and all costs whatsoever, including but not limited to taxes, attorneys' fees and recordation fees in any jurisdiction, the perfection of Assignee's right, title and interest in and to the Assigned IP, and recordation and/or registration of this Assignment or any other document evidencing the assignment to Assignee of the Assigned IP and, in connection therewith, Assignee shall solely be responsible for all reasonable recordation costs incurred by Assignor in connection with the fulfillment of its obligations under Section 3 hereof. The Assignor hereby authorizes any governmental, regulatory or administrative body, agency or authority, or any court of judicial authority, whether foreign, federal, state or local, to record Assignee as the assignee and owner of the Assigned IP and to deliver to Assignee and its respective attorneys, agents, successors or assigns, all official documents and communications as may be warranted by this Assignment.

5. Effective Time. The transactions contemplated by this Assignment shall be deemed to be effective as of the close of business on the Closing Date.

6. Governing Law. This Assignment shall be governed by the governing law and venue provisions of Sections 12.5 and 12.6, respectively, of the Purchase Agreement.

7. General Provisions. This Assignment is intended to effect the assignment of the Assigned IP to Assignee as described in the Purchase Agreement. To the extent of any conflict or inconsistency between the terms and conditions of this Assignment and the Purchase Agreement, the Purchase Agreement shall prevail and govern the rights and obligations of the parties hereto and the scope of assignment of the Assigned IP. This Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Assignment by facsimile or electronic mail shall be as effective as delivery of a manually executed counterpart of this Assignment. This Assignment, along with its Schedule and the Purchase Agreement and its Schedules and Exhibits, constitutes the entire understanding and agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between and among the parties with respect hereto. This Assignment may not be supplemented, altered or modified in any manner except by a writing signed by all parties hereto. The failure of any party to enforce any terms or provisions of this Assignment shall not waive any of its rights under such terms or provisions. This Assignment is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns.

8. Acknowledgement. Assignor's spouse executes this Assignment solely to acknowledge the assignment of her community property interest, if any, in the Assigned IP and hereby agrees to be bound by the terms and provisions of this Assignment.

[Remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, Assignor and Assignee have caused this instrument to be executed by their respective duly authorized representative as of the date first above written.

ASSIGNOR:

William Rex Akers

William Rex Akers

ASSIGNOR'S SPOUSE:

Brooke Akers

Brooke Akers

ASSIGNEE:

1-Rex, Inc.

By: _____

Name:

Title:

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties hereto have caused this instrument to be duly executed and delivered as of the date first above written.

ASSIGNOR:

William Rex Akers

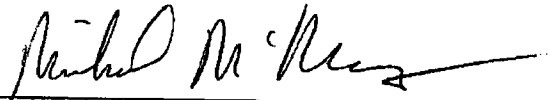
ASSIGNOR'S SPOUSE:

Brooke Akers

ASSIGNEE:

1-Rex, Inc.

By: _____


Name: Michael McManus

Title: President

Schedule A

LIST OF ASSIGNED IP

REGISTERED PATENTS & PATENT APPLICATIONS TO BE TRANSFERRED		
PATENT OWNER	PATENT NAME	PATENT REGISTRATION
William Rex Akers	Method and Apparatus for Integrated Management of Pharmaceutical and Healthcare Services (“ <u>Trigger Patent</u> ”)	Patent Registration No. 6,112,182 (U.S.)
William Rex Akers	Video Storage and Retrieval System	Patent Application No. 12/239,486 (U.S.) [Examination in Progress]
William Rex Akers	Pharmacy System Data Interface System and Method (“ <u>SDK Application</u> ”)	Patent Application No. 11/098,168 (U.S.) [Examination in Progress]
William Rex Akers	System and Method for Managing Prescription Data (“ <u>FDS Pharmacy Switch</u> ”)	Patent Registration No. 7,899,686 (U.S.)
William Rex Akers	“Persistence and Compliance”	Patent Application No. 13/036,576 (U.S.) [Examination in Progress]
William Rex Akers	“Approved Prices”	Patent Application No. 13/036,626 (U.S.) [Application w/ Allowable Claims]
William Rex Akers	“Pathogen Detection”	Patent Application No. 13/036,691 (U.S.) [Application w/ Allowable Claims]

1. Patent License, effective as of November 8, 2007, between William Rex Akers and LDM Group, LLC, a Missouri limited liability company in respect of United States Patent 6,112,182.