

PATENT ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
TRUECHOICE SOLUTIONS, INC.	04/19/2013
RECEIVING PARTY DATA	
Name:	TRUECHOICE IP HOLDING INC.
Street Address:	150 East 52nd Street
Internal Address:	11th floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	7908166
CORRESPONDENCE DATA	
Fax Number:	
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	2122093050
Email:	cedwards@reitlerlaw.com
Correspondent Name:	Christopher Edwards
Address Line 1:	885 Third Avenue, 20th Floor
Address Line 2:	Reitler Kailas & Rosenblatt LLC
Address Line 4:	New York, NEW YORK 10022
NAME OF SUBMITTER:	Christopher Edwards
Signature:	/Christopher Edwards/
Date:	05/01/2013
Total Attachments: 3	
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PATENT ASSIGNMENT

This PATENT ASSIGNMENT ("Assignment") is made and entered as of December 15, 2011 (the "Effective Date"), by and between TRUECHOICE SOLUTIONS, INC. ("ASSIGNOR"), a Delaware corporation, and TRUECHOICE IP HOLDING INC. ("ASSIGNEE"), a Delaware corporation.

WHEREAS, ASSIGNOR is the owner of **U.S. Patent No. 7,908,166** (the "'166 Patent"); and

WHEREAS, ASSIGNEE desires to acquire all right, title and interest in and to the '166 Patent.

NOW, THEREFORE, in consideration of the payment by ASSIGNEE to ASSIGNOR of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. ASSIGNOR hereby irrevocably assigns to ASSIGNEE (a) the entire right, title and interest throughout the world in and to the '166 Patent and any and all inventions and improvements which are the subject of the '166 Patent, including all United States and foreign patents, utility models, and design registrations granted to ASSIGNOR for any inventions and improvements which are the subject of the '166 Patent and all divisionals, continuations, continuations-in-part, provisionals, reissues, renewals, extensions, reexaminations or interferences of the '166 Patent (collectively, the "Patent Properties") and (b) the right to bring an action in law or in equity for any past, present or future infringement of the Patent Properties, and to collect all damages, settlements and proceeds relating to the Patent Properties.

2. Upon ASSIGNEE's written request, ASSIGNOR shall promptly execute all documents and instruments, and shall do all lawful acts, in each case as may be reasonably necessary and at ASSIGNEE's expense, to perfect ASSIGNEE's right, title, and interest in and to the Patent Properties. For documents that require notarization, the foregoing obligation of ASSIGNOR shall be satisfied if ASSIGNOR reasonably cooperates in obtaining signatures notarized by an appropriate notary. ASSIGNOR further covenants to provide to ASSIGNEE, promptly upon the written request of ASSIGNEE, all pertinent facts and documents relating to the invention and the Patent Properties and legal equivalents as may be known and accessible to ASSIGNOR and to testify as to the same in any interference, litigation, or proceeding relating thereto and promptly to execute and deliver to ASSIGNEE any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue or enforce the Patent Properties, said inventions and improvements and said equivalents thereof, which may be necessary to carry out the purposes thereof.

3. ASSIGNEE shall be solely responsible for all actions and all costs whatsoever, including attorney's fees, arising after the Effective Date and associated with the maintenance and enforcement of the Patent Properties, and ASSIGNOR shall have no obligation to pay any maintenance fees which become due for the Patent Properties after the Effective Date.

4. This Assignment is governed by and to be construed in accordance with the laws of the State of New York, without regard to its conflict of laws provisions.

5. This Assignment, and the rights and obligations of the parties hereunder, will be binding upon and inure to the benefit of their respective successors, assigns, heirs, executors, administrators and legal representatives.

6. If any provision of this Assignment is determined by any court or arbitrator of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such provision will be enforced to the maximum extent possible given the intent of the parties hereto. If such clause or provision cannot be so enforced, such provision shall be stricken from this Assignment and the remainder of this Assignment shall be enforced as if such invalid, illegal or unenforceable clause or provision had (to the extent not enforceable) never been contained in this Assignment.

7. This Assignment may be amended only by a written agreement executed by each of the parties hereto. No amendment of or waiver of, or modification of any obligation under this Assignment will be enforceable unless set forth in a writing signed by the party against which enforcement is sought. Any amendment effected in accordance with this section will be binding upon all parties hereto and each of their respective successors and assigns. No delay or failure to require performance of any provision of this Assignment shall constitute a waiver of that provision as to that or any other instance. No waiver granted under this Assignment as to any one provision herein shall constitute a subsequent waiver of such provision or of any other provision herein, nor shall it constitute the waiver of any performance other than the actual performance specifically waived.

[SIGNATURE PAGE FOLLOWS]

[SIGNATURE PAGE TO ASSIGNMENT]

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be duly executed and delivered as of the Effective Date.

TRUECHOICE SOLUTIONS, INC.

By: 

[Signature]

Name: Sev K-H Keil

Title: Chairman and CEO

Address: 150 East 52nd Street, 11th floor
New York, NY 10022

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 19th day of April 2013, before me personally appeared Sev K-H Keil, who being by me duly sworn did depose and say that he is the individual described in and who executed the above instrument; that the same is the free act and deed of said individual; and he signed this instrument of Assignment in my presence.



Notary Public

MATTHEW R. KITTAY
Notary Public, State of New York
No. 02KI6198206
Qualified in New York County
Commission Expires December 15, 2016