

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3163521

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	TRIALCARD SYSTEMS, INC.	10/12/2005
RECEIVING PARTY DATA		
Name:	TRIALCARD INCORPORATED	
Street Address:	6501 WESTON PARKWAY, SUITE 100	
City:	CARY	
State/Country:	NORTH CAROLINA	
Postal Code:	27513	
PROPERTY NUMBERS Total: 7		
Property Type	Number	
Patent Number:	7925531	
Application Number:	11459062	
Patent Number:	8055542	
Patent Number:	8407095	
Application Number:	13776114	
Patent Number:	8589184	
Application Number:	14082748	
CORRESPONDENCE DATA		
Fax Number:	(919)854-2084	
<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:	9198541844	
Email:	uspto-assignments@coatsandbennett.com, vhawkins@coatsandbennett.com	
Correspondent Name:	COATS AND BENNETT PLLC	
Address Line 1:	1400 CRESCENT GREEN, SUITE 300	
Address Line 4:	CARY, NORTH CAROLINA 27518	
ATTORNEY DOCKET NUMBER:	4000-007,015,016,031,039,	
NAME OF SUBMITTER:	LARRY L.COATS	
SIGNATURE:	/Larry L. Coats/	
DATE SIGNED:	12/29/2014	

Total Attachments: 4

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EXHIBIT A

FIRST ASSIGNMENT

This First Assignment ("Assignment") is made and entered into by and among TRB LLC, a Virginia limited liability company, TrialCard Systems, Inc., a [Delaware] corporation, and David Cunningham, an individual residing at 11929 Eagle Bluff Circle, Raleigh, NC 27613 (collectively, "Assignors"), and TrialCard Incorporated, a Delaware corporation ("Assignee") (each a "Party" and, collectively, the "Parties").

WHEREAS, Assignors own all right, title, and interest in and to the TrialCard Technology (defined below);

WHEREAS, Assignors and Assignee intend to become parties to that certain Amended and Restated Patent License Agreement for United States Patents ("Agreement") wherein Assignee's obligations thereunder are conditioned on, among other things, Assignors executing this Assignment; and

WHEREAS, in accordance with the Agreement and this Assignment, Assignors desire to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignors' right, title and interest in, to and under the TrialCard Technology.

NOW THEREFORE, in consideration of the payment of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Assignors hereby irrevocably and unconditionally, and without encumbrance of any kind, jointly and severally sell, assign and transfer unto Assignee, and forever waive and agree never to assert, and Assignee hereby accepts such sale, assignment, transfer and waiver of, the full and exclusive right, title and interest in and to (i) the TrialCard Technology; (ii) all claims and causes of action for damages and other relief by Assignors by reason of all past and future infringements, misappropriations, dilutions, or other violations of any and all rights under such TrialCard Technology along with Assignors' right to sue under such claims and to collect and enjoy damages, benefits, and other remedies as a result of any of the foregoing; and (iii) all royalties or other payments arising out of or relating to the grant of licenses or similar rights under the TrialCard Technology.
2. Assignors agree to assist Assignee by executing such other instruments and taking such other actions as requested by Assignee to vest sole and exclusive ownership of the TrialCard Technology in Assignee's name and to otherwise give full effect to the rights granted to Assignee hereunder.
3. Assignors hereby authorize and request the (i) United States Patent and Trademark Office to issue any and all (a) patents issuing from patent applications included in the TrialCard Technology and (b) registrations issuing from trademark and service mark applications included in the TrialCard Technology and (ii) United States Copyright Office to issue any and all registrations issuing from copyright registration applications included in the TrialCard Technology to Assignee for its sole use and advantage; and for the use and advantage of its legal representatives and assigns, to the full end of the term, and any extensions thereof, for which such patents or registrations may be issued or granted, as fully and entirely as the same would have been held by Assignors had this Assignment not been made.

4. Assignors shall file, or, at Assignee's election, Assignors do hereby authorize Assignee to file, this Assignment and any other documents relating thereto with the United States Patent and Trademark Office and the United States Copyright Office for purposes of having the Assignment recorded therein and to place sole and exclusive right, title, and interest in and to such TrialCard Technology in the name of Assignee.

5. Assignors hereby jointly and severally represent and warrant that the right, title, and interest in TrialCard Technology sold, assigned and transferred to Assignee hereunder constitutes the entire and complete right, title, and interest in and to the TrialCard Technology.

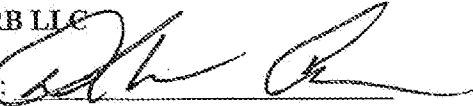
6. As used herein, "TrialCard Technology" means (i) the patents (and their underlying applications) and patent applications set forth on the Schedule to First Assignment attached hereto (and all inventions and discoveries claimed or disclosed therein and all improvements thereto and enhancements thereof) and all patents issuing from such applications, divisions, continuations, reissues, reexaminations, and extensions thereof and any and all other applications that claim priority from or through, or are relied on for priority by or through, any of the foregoing; (ii) to the extent that the following contain one or more claims directed to the invention or inventions claimed in (i) above: continuations-in-part of (i) above, all divisions and continuations of these continuations-in-part, all patents issuing from such continuations-in-part, divisions, and continuations and any reissues, reexaminations, and extensions thereof and any and all other applications that claim priority from or through, or are relied on for priority by or through, any of the foregoing (all the foregoing in (i)-(ii), collectively, the "TrialCard Patents"); (iii) all trademarks, service marks and corresponding registrations and registration applications relating to or used in connection with (a) the TrialCard Patents or any subject matter claimed or disclosed therein or (2) the TrialCard Copyright Rights (defined below) and all goodwill associated with the foregoing (all the foregoing in (iii), collectively, the "TrialCard Trademarks"); (iv) all works of authorship (and all modifications and derivative works thereof), including without limitation, all software and related source code and object code and mask works, and all corresponding copyright rights, registrations, and registration applications and moral rights relating to or created or used in connection with (a) the TrialCard Patents or any subject matter claimed or disclosed therein or (b) the TrialCard Trademarks (all the foregoing in (iv), collectively, the "TrialCard Copyright Rights"); and (v) all confidential or proprietary tangible or intangible techniques, data, inventions, improvements, practices, methods, knowledge, know-how, skill, experience, trade secrets, and other intellectual property, technology or information relating to or conceived, created, developed or used in connection with any of the foregoing in (i)-(v) and any and all improvements, enhancements, modifications, or derivative works of or to any or all of the foregoing, and any and all patent, trademark, copyright, trade secret, moral right, or other intellectual property rights in connection with the foregoing.

This Assignment is effective as of October 12, 2005.

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IN WITNESS WHEREOF, each of the Parties has caused this Assignment to be executed by its duly authorized representative as of the date shown above.

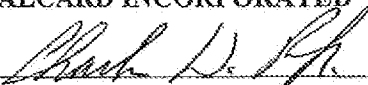
TRB LLC

By: 

Name: David W. Cunningham

Title: President &

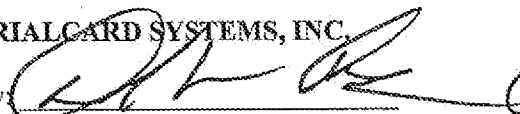
TRIALCARD INCORPORATED

By: 

Name: Charles W. Reuban

Title: V. Pres. & COO

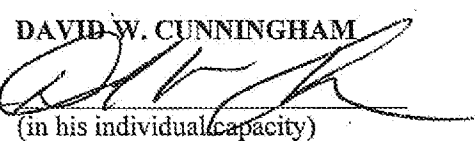
TRIALCARD SYSTEMS, INC.

By: 

Name: David W. Cunningham

Title: President

DAVID W. CUNNINGHAM


(in his individual capacity)

Schedule to First Assignment

I. Patents and Patent Applications

U.S. Pat. Appln. Ser. No. 10/098,700
U.S. Pat. Appln. Ser. No. 10/243,214
U.S. Pat. Appln. Ser. No. 10/833,366

II. Trademarks/Service Marks

TRIALCARD
TRIALCARD SYSTEMS

III. Trademark/Service Mark Registrations and Registration Applications

U.S. Reg. No. 2,948,216 (for the trademark TRIALCARD in connection with magnetic coded cards used as coupons); and

U.S. Reg. Appln. No. 75/244650 (for the service mark TRIALCARD SYSTEMS in connection with a system of utilizing credit card technology in the pharmaceutical sample distribution process and other sample distribution processes)