

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3310831

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
TELETHRIVE, INC.	08/01/2014
RECEIVING PARTY DATA	
Name:	PRACTICE FUSION, INC.
Street Address:	420 TAYLOR STREET
City:	SAN FRANCISCO
State/Country:	CALIFORNIA
Postal Code:	94102
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	8787555
CORRESPONDENCE DATA	
Fax Number:	
<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>	
Email:	jmutsche@skgf.com, bthompson@skgf.com
Correspondent Name:	STERNE, KESSLER, GOLDSTEIN & FOX PLLC
Address Line 1:	1100 NEW YORK AVE., NW
Address Line 4:	WASHINGTON, D.C. 20005
ATTORNEY DOCKET NUMBER:	3451.0370001
NAME OF SUBMITTER:	JOSEPH E. MUTSCHELKNAUS
SIGNATURE:	/JOSEPH E. MUTSCHELKNAUS, # 63,285/
DATE SIGNED:	04/15/2015
Total Attachments: 9	
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PATENT ASSIGNMENT AGREEMENT

This Assignment Agreement (“**Agreement**”) is made and entered into as of August 1, 2014 (the “**Effective Date**”) by and between Telethrive, Inc., a Delaware corporation dba Ringadoc (“**Assignor**”), and Practice Fusion, Inc., a Delaware corporation (“**Assignee**”). Assignor and Assignee may be referred to herein individually as a “**Party**” and collectively as “**Parties**”.

WHEREAS, Assignor and Assignee have entered into an Asset Purchase Agreement dated as of July 7, 2014 (the “**Purchase Agreement**”), pursuant to which Assignee purchased substantially all of Assignor’s assets; and

WHEREAS, Assignor desires to assign such technology and assets, and Assignee desires to obtain such assignment, on the terms and conditions set forth below.

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

ARTICLE I ASSIGNMENT

1.1 Assignment. Assignor hereby assigns, transfers and conveys to Assignee any and all of Assignor’s right, title and interest in and to the following (collectively, the “**Assigned Intellectual Property**”):

(a) Any and all subject matter claimed or disclosed in those patent applications set forth in Exhibit A (collectively such subject matter, the “**Inventions**” and such applications, the “**Existing Applications**”);

(b) all rights to apply in any and all countries of the world for patents, certificates of inventions or other governmental grants with respect to any Invention, including the right to apply for patents pursuant to the International Convention for the Protection of Industrial Property or pursuant to any other convention, treaty, agreement or understanding;

(c) any and all applications filed and any and all patents, certificates of inventions or other governmental grants granted on any Invention anywhere in the world, including each and every application (whether provisional, converted provisional, utility or otherwise) filed and each and every patent granted on any application which is a division, substitution, continuation or continuation-in-part of any of said applications (collectively, the “**Patents**”);

(d) each and every reissue or extension of any of the Patents;

(e) each and every patent claim resulting from a reexamination certificate for any and all of the Patents;

(f) any and all technical information, know-how, test results, knowledge, techniques, discoveries, data, ideas, specifications, designs, trade secrets, regulatory and other governmental filings, documents, apparatus, clinical and regulatory strategies, manufacturing information, descriptions, compositions of matter, processes, methods, procedures, assays, preclinical and clinical data, analytical and quality control or assurance data and any other similar information, in each case that relates to or is otherwise reasonably necessary or useful for the manufacture, packaging, use (including delivery), sale, importation or other exploitation of Inventions or Patents (collectively, "Technology");

(g) the trademarks set forth in Exhibit B (collectively, "Trademarks"); and

(h) all causes of action and enforcement rights for the Patents, Technology or Trademarks including all rights to pursue damages, injunctive relief and other remedies for past and future infringement or misappropriation of the Patents or Technology.

1.2 Issuance of Patents and/or Certificates of Invention. Assignor also hereby authorizes the respective patent office or governmental agency in each jurisdiction to issue any and all patents or certificates of invention which may be granted upon any of the Patents in the name of Assignee, as the assignee to the entire interest therein.

ARTICLE II REPRESENTATIONS AND WARRANTIES

2.1 Warranties. Assignor represents and warrants that: (i) it is the owner of the entire right, title, and interest in and to the Assigned Intellectual Property free and clear of any liens or encumbrances; (ii) it has not previously granted and will not grant any rights in the Assigned Intellectual Property to any third party; (iii) except for the Patents, as of the Effective Date, it does not own or control any patent or patent application (including any invention disclosure or draft patent application for which a patent application is intended to be filed) the claims of which would dominate any practice of the Inventions; (iv) as of the Effective Date, there are no actions, suits or proceedings pending or threatened in writing against it at law or in equity by or before any third party, federal, state or other governmental department, agency or instrumentality, domestic or foreign, which may in any way adversely affect Assignee's rights hereunder or otherwise call into question its rights to transfer to Assignee the rights contemplated hereunder and (v) the Inventions have not been developed under any funding agreement with the Government of the United States.

2.2 Disclaimer. EXCEPT AS PROVIDED IN THIS ARTICLE II, NEITHER PARTY MAKES ANY WARRANTIES OR CONDITIONS (EXPRESS, IMPLIED, STATUTORY OR OTHERWISE) WITH RESPECT TO THE SUBJECT MATTER HEREOF, AND BOTH PARTIES SPECIFICALLY DISCLAIM ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSES AND NONINFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS.

ARTICLE III
INDEMNIFICATION

3.1 Indemnification by Assignor. Assignor shall defend Assignee from and against any and all claims, suits or proceedings brought by third parties (including reasonable attorneys' fees) (any of the foregoing, a "Claim") against Assignee, as a direct result of Assignor's breach of its representations and warranties under Section 2.1; *provided, however*, that Assignor's obligations pursuant to this Section 3.1 shall not apply to the extent that such Claims result from (i) the negligence, or willful misconduct or omission of Assignee; or (ii) breach of any of the terms or conditions of this Agreement by Assignee.

3.2 Indemnification by Assignee. Assignee shall defend Assignor from and against any and all Claims against Assignor, as a direct result of Assignee's use of the Assigned Intellectual Property; *provided, however*, that Assignee's obligations pursuant to this Section 3.2 shall not apply to the extent that such Claims result from (i) the negligence, or willful misconduct or omission of Assignor; or (ii) breach of any of the terms or conditions of this Agreement by Assignor.

3.3 Procedure. The indemnifying Party's indemnity obligations are contingent upon the indemnified Party: (i) promptly notifying the indemnifying Party in writing of any such Claim with respect to which it intends to claim such indemnification; (ii) giving the indemnifying Party sole control of the defense and/or settlement thereof; and (iii) providing the indemnifying Party, at the indemnifying Party's expense, with reasonable assistance and full information with respect to such Claim. The indemnifying Party shall have no obligations for any Claim if the indemnified Party makes any admission, settlement or other communication regarding such Claim without the prior written consent of the indemnifying Party, not to be unreasonably withheld.

ARTICLE IV
GENERAL PROVISIONS

4.1 Further Assurances. Assignor agrees to assist Assignee, or its designee, at Assignee's expense, in every proper way to secure Assignee's rights in the Assigned Intellectual Property in any and all countries, including the disclosure to Assignee of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments and all other instruments which Assignee shall deem necessary or appropriate in order to apply for and obtain such rights and in order to assign and convey to Assignee, its successors, assigns, and nominees the sole and exclusive right, title and interest in and to such Assigned Intellectual Property. If Assignee is unable because of Assignor unavailability or for any other reason to secure his signature to file, prosecute, maintain or enforce any Patent, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as his agent and attorney in fact, to act for and in his behalf and stead for any such purpose with the same legal force and effect as if executed by Assignor.

4.2 Miscellaneous. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California, without reference to its principles of

conflicts of law. The relationship of Assignor and Assignee established by this Agreement is that of independent contractors. Assignor agrees not to disclose any terms of this Agreement to any third party without the consent of Assignee, except as required by securities or other applicable laws, to prospective and other investors and such Party's accountants, attorneys and other professional advisors. This Agreement shall be binding upon the successors and assigns of the Parties. All notices, requests and communications hereunder shall be in writing and shall be personally delivered or sent by facsimile transmission (receipt confirmed), mailed by registered or certified mail, postage prepaid, or sent by express courier service (e.g., Federal Express), and shall be deemed to have been properly served to the addressee upon receipt of such written communication, to address of the applicable Party set forth below its signature, or such other address as may be specified in writing to the other Party. This Agreement sets forth the entire agreement between the Parties with respect to the subject matter contained herein and supersedes any previous understandings, commitments or agreements, whether oral or written. This Agreement may only be amended with a writing signed by authorized representatives of both Parties hereto that specifically and expressly refers to this Agreement. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, CONSEQUENTIAL, EXEMPLARY OR INCIDENTAL DAMAGES (INCLUDING LOST OR ANTICIPATED REVENUES OR PROFITS RELATING TO THE SAME), ARISING FROM ANY CLAIM RELATING TO THIS AGREEMENT, WHETHER SUCH CLAIM IS BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EVEN IF AN AUTHORIZED REPRESENTATIVE OF SUCH PARTY IS ADVISED OF THE POSSIBILITY OR LIKELIHOOD OF SAME. If any provision of this Agreement shall be found by a court to be void, invalid or unenforceable, the same shall be reformed to comply with applicable law or stricken if not so conformable, so as not to affect the validity or enforceability of the remainder of this Agreement.

4.3 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but both of which together shall constitute one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have caused this Assignment Agreement to be duly executed by their respective authorized officers as of the Effective Date.

TELETHRIVE, INC.

By: [Signature]

Name: Jordan Michaels

Title: CEO

ACKNOWLEDGMENT

State of California

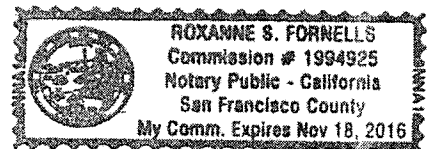
County of San Francisco

On July 31, 2014 before me, Roxanne S. Fornells, notary public (here insert name and title of the officer), personally appeared Jordan Michaels, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]
Notary Public Signature

Notary Public Seal



[Signature Page to Assignment Agreement]

IN WITNESS WHEREOF, the Parties hereto have caused this Assignment Agreement to be duly executed by their respective authorized officers as of the Effective Date.

RINGADOC, INC.

By: Riyad Omar
Name: Riyad Omar
Title: Secretary

ACKNOWLEDGMENT

State of California

County of _____

On _____ before me, _____ (here insert name and title of the officer), personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public Signature

Notary Public Seal

[Signature Page to Assignment Agreement]

ACKNOWLEDGMENT

State of California
County of San Francisco)

On August 1, 2014 before me, Wesley Bullock, Notary Public
(insert name and title of the officer)

personally appeared Riyad Omar
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Wesley Bullock

(Seal)

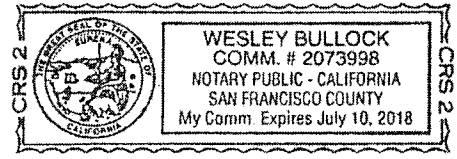


EXHIBIT A
EXISTING APPLICATION

TITLE	COUNTRY	STATUS	APPLICATION #
PROCESS FOR OBTAINING EXPERT ADVICE ON-DEMAND	U.S.	Pending	11/958,855

EXHIBIT B
TRADEMARKS

Ringadoc Mark

TeleThrive Mark