

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT3419099

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
MDSAVE INC.	06/24/2015
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	MDSAVE SHARED SERVICES INC.
<b>Street Address:</b>	100 WINNERS CIR. N.
<b>Internal Address:</b>	SUITE 202
<b>City:</b>	BRENTWOOD
<b>State/Country:</b>	TENNESSEE
<b>Postal Code:</b>	37027
<b>PROPERTY NUMBERS Total: 3</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	61866922
<b>Application Number:</b>	14461209
<b>PCT Number:</b>	US1451346
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	
<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>	
<b>Phone:</b>	615-782-2200
<b>Email:</b>	alexipdock@stites.com
<b>Correspondent Name:</b>	KELLY J. HOLLOWELL
<b>Address Line 1:</b>	1199 N. FAIRFAX STREET
<b>Address Line 2:</b>	SUITE 900
<b>Address Line 4:</b>	ALEXANDRIA, VIRGINIA 22314
<b>ATTORNEY DOCKET NUMBER:</b>	19502N.140855
<b>NAME OF SUBMITTER:</b>	JUSTIN MCNAUGHTON
<b>SIGNATURE:</b>	/Justin McNaughton/
<b>DATE SIGNED:</b>	06/30/2015
<b>Total Attachments: 4</b>	
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## INTELLECTUAL PROPERTY ASSIGNMENT

For Ten Dollars and other consideration, the receipt of which is hereby acknowledged, **MDSave Inc.** (“**Assignor**”) does hereby sell, assign, transfer and set over **MDSave Shared Services Inc.** (“**Assignee**”) all of the worldwide rights, title and interest in and to all of the MDSave Patents described in Section 2 that may be owned by Assignor.

### Recitals:

WHEREAS, Assignor has created and acquired the MDSave Patents (defined below); and

WHEREAS, Assignor desires to assign all MDSave Patents to Assignee for management and administration; and

WHEREAS, Assignee will receive a license to use the assigned the MDSave Patents pursuant to that certain Assignment and License Agreement between the parties dated June 24, 2015.

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. MDSave Patents. As used in this Intellectual Property Assignment, “**Improvements**” means any and all new inventions and discoveries (whether or not patentable) related to the MDSave Patents that are conceived, created, developed, and/or otherwise invented by Assignor, by Assignee, or jointly by Assignor and Assignee during the Term of this Agreement. “**MDSave Patents**” shall mean (a) the patents and patent applications set forth in Exhibit A; (b) patent applications filed or assigned to Assignee relating to enabling payment of bundled third-party medical services or Improvements; (c) all patents arising from the applications identified in (a) and (b); and (d) any divisions, continuations, and continuations-in-part, extensions, renewals, re-examinations or reissues of the patents or patent applications identified in (a), (b), or (c). With respect to each of the foregoing, “MDSave Patents” includes all: (i) claims, causes of action and defenses relating to the enforcement of any of the foregoing, including for past infringement, (ii) the goodwill associated with any of the foregoing; and (iii) all tangible documentation relating to any of the foregoing including registrations of, applications for the registration of, and renewals and extensions of any of the foregoing with or by any governmental authority.
2. Assignment. Assignor does hereby sell, assign, transfer, and set over to Assignee, all of the worldwide rights, title and interest of Assignor in and to all MDSave Patents identified in Exhibit A attached hereto.
3. Further Assurances. Assignor agrees to execute and deliver, at the request of Assignee and at Assignee’s expense, any papers, instruments and assignments reasonably necessary to vest in Assignee all of the right, title, and interest of Assignor in and to the MDSave Patents, the applications, any resulting registrations therefor, and/or to provide evidence to support such assignment in the event such evidence is deemed necessary by Assignee. In the event Assignor is unable or unwilling to execute such documents, Assignor hereby irrevocably appoints each of Assignee as an attorney-in-fact to perform such duties on Assignor’s behalf, such right being coupled with an interest.
4. Integration. This Agreement constitutes the entire understanding and agreement between the parties hereto with respect to this subject matter and supersedes any prior or contemporaneous written or oral agreements, representations, or warranties between them.

5. Notices. All notices, requests, and deliveries under this Agreement shall be in writing and shall be deemed to have been sufficiently given if delivered in person or sent by registered or certified mail to the addresses set forth on the signature page hereto.

6. Further Assignment. Assignee may assign any of its rights or delegate any of its duties under this Agreement. Assignor may not assign or transfer, by operation of law or otherwise, or sublicense any of its rights or delegate any of its duties under this Agreement without the prior written consent of Assignee, which may be granted or withheld in the sole discretion of Assignee.

7. Independent Contractors. The parties to this Agreement are independent contractors. Nothing in this Agreement shall make one party the agent of the other, and neither party has power or authority to bind the other.

8. Severability. If any term, provision, covenant, or condition of this Agreement, or the application thereof to any person, place or circumstance, is held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant, or condition (as applied to other persons, places and circumstances) shall remain in full force and effect.

9. Governing Law. This Agreement is governed by and shall be construed in accordance with the laws of the State of Tennessee, without regard to the conflict of laws, and shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

10. Authorization. Assignor hereby authorizes the Commissioner for Patents in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Intellectual Property Assignment upon request by Assignee.

[Signatures on Following Page]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Agreement to be effective as of date of signature by Assignor.

**MDSave Shared Services Inc.**

By: 

Name: Paul Ketchel III

Title: President

Date: 06/24/2015

**Address for Notice:**

100 Winners Cir. N.  
Suite 202  
Brentwood, TN 37027

**MDSave Inc.**

By: 

Name: Paul Ketchel III

Title: CEO

Date: 06/24/2015

**Address for Notice:**

100 Winners Cir. N.  
Suite 202  
Brentwood, TN 37027

**EXHIBIT A**

**MDSave Patents**

Internet method for comparing and purchasing prepaid medical services	61/866,922
Network-Based Marketplace Service for Facilitating Purchases of Services and Products	14/461,209
Network-Based Marketplace Service for Facilitating Purchases of Services and Products	PCT/US14/51346

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