

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4501537

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	QUALITY HEALTH IDEAS, INC.	06/08/2017
RECEIVING PARTY DATA		
Name:	NEW ERA ENTERPRISES, INC	
Street Address:	11720 KATY FREEWAY	
Internal Address:	SUITE 1700	
City:	HOUSTON	
State/Country:	TEXAS	
Postal Code:	77079	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Patent Number:	8321244
CORRESPONDENCE DATA		
Fax Number:	(281)368-7286	
<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:	281-368-7283	
Email:	rharris@rlharrislaw.com	
Correspondent Name:	NEW ERA ENTERPRISES	
Address Line 1:	11720 KATY FREEWAY	
Address Line 2:	SUITE 1700	
Address Line 4:	HOUSTON, TEXAS 77079	
NAME OF SUBMITTER:	ROBERT L HARRIS	
SIGNATURE:	/Robert L Harris/	
DATE SIGNED:	07/13/2017	
Total Attachments: 4		
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**ASSIGNMENT OF PARTIAL OWNERSHIP INTEREST IN CARESCREEN
PATENT AND TRADEMARK**

THIS ASSIGNMENT OF PARTIAL OWNERSHIP INTEREST IN CARESCREEN PATENT and TRADEMARK ("Assignment") is executed on this 8th day of June, 2017, by **QUALITY HEALTH IDEAS, INC. ("QHI") ("Assignor")**, a Delaware corporation, in favor of **NEW ERA ENTERPRISES, INC. ("New Era")**, a Nevada Corporation ("Assignee"). The terms of this Assignment are set forth below.

I.

RECITALS

WHEREAS, the QHI and New Era entered into an agreement entitled "Business Development Agreement" ("BDA") on or about June 15, 2015 for the development and implementation of intellectual property for New Era by QHI to be implemented and used with CareScreen® platform, a software system which is wholly owned, patented and trademarked by QHI. The BDA is incorporated by reference as if fully set out herein. The Parties also executed a "Mutual License Agreement" ("MLA") in conjunction with the BDA so as to give full effect and carry out the terms of the BDA and provide each other a License to use and market CareScreen® platform pursuant to the terms of the BDA. The MLA is incorporated by reference as if fully set out herein.

WHEREAS, QHI is the owner of the patent(s) for CareScreen® which is registered in the United States Patent and Trademark Office ("USPTO") bearing Registration No. 8,321,244 dated March 31, 2010. QHI is the owner of a trademark which is registered in the USPTO bearing Registration No. 4691858 dated February 24, 2015 (collectively the patent and trademark are collectively referred to as the "QHI Technology". The Inventor listed in the patent of CareScreen® is Philip F. Gaziano.

WHEREAS, QHI, as Assignor, now desires to assign eight percent (8%) of all its right, title and interest in the Technology to New Era, as Assignee, for the same consideration and as require by the BDA.

II.

DEFINITIONS

- A. **CareScreen® Platform** shall mean CareScreen®, the CareScreen® trademarks, patent(s), the CareScreen® product or products designed to improve CareScreen® and the CareScreen® software systems owned by QHI.
- B. **New Era Enterprises, Inc. or "New Era"** shall mean and include New Era and all its officers, directors, successors, assignees, subsidiaries, collateral, parent, sister or associated companies or any other related entities and/or holding companies.
- C. **The "Parties"** shall mean QHI and New Era.
- D. **"Patent"** shall mean any patent issued to QHI by the USPTO for CareScreen®.

- D. "Quality Health Ideas, Inc." or "QHI" shall mean and include QHI and all its officers, directors, successors, assignees, subsidiaries, collateral, parent, sister or associated companies or any other related entities and/or holding companies, including but not limited to Advantech Consulting Corporation ("Advantech") and Health in Evolution ("HIE").
- E. "Trademark" shall mean any trademark issued to QHI by the USPTO for CareScreen® platform.
- F. "Technology" shall mean CareScreen®.

III.

CONSIDERATION

FOR AND IN CONSIDERATION of the contractual terms and consideration set forth in the BDA, for further consideration discussed herein, the adequacy of which is expressly acknowledged and confessed, the Parties agree as follows:

- A. **Assignment and Acceptance of Assignment.** QHI hereby wishes to assign to New Era and New Era hereby accepts eight percent (8%) of the right, title and interest of CareScreen® platform, and its trademarks and patents owned by QHI. Therefore, QHI hereby expressly conveys, transfers, and assigns to New Era eight percent (8%) of the right, title and interest of CareScreen, and its trademarks and patents owned by QHI, together with: 1.) all income, royalties and /or infringement damages hereinafter due Assignee with respect to the patents or trademarks, including but not limited to, payments for future infringements or misappropriations of the Technology; and 2.) the right to enforce and protect the Technology from infringement or misappropriation.
- B. **Other Actions.** QHI further covenants that QHI will take all actions that may be necessary for securing, completing, or vesting in New Era the full right, title and interest to the eight percent (8%) of the Technology assigned to New Era herein.
- C. **Filing of Assignment with USPTO.** The Parties understand and expressly agree that New Era will file a copy of this Assignment with the USPTO within thirty (30) days after being executed by QHI.
- D. **Warranties and Representations**
1. QHI warrants and represents it is the lawful owner of the Technology, and the patents and trademarks associated with the Technology;
 2. QHI adopted a corporate resolution authorizing execution of the BDA;
 3. QHI further warrants and represents that the undersigned has the requisite capacity and authority to execute this Assignment on behalf of QHI.
 4. QHI has not assigned any right, title or interest of the Technology to any person or entity prior to the execution of this Assignment.

E. Miscellaneous

- a. Headings. The headings in this Agreement are for information and convenience only and shall not affect the construction thereof.
- b. Waiver. No failure or delay on the part of either party to exercise any right or remedy hereunder shall operate as a waiver thereof, nor shall a single or partial exercise by either party of any right or remedy preclude any further exercise thereof or the exercise of any other right or remedy. No express waiver or assent by either party to any breach of or default in any term or condition of this Assignment shall constitute a waiver of or assent to any other breach of or default in the same or any other term or condition hereof.
- c. Law and Severability. This Assignment, its validity, construction, and effect shall be governed by the laws of the under the laws of the United States and the State of Texas. Venue and jurisdiction shall be exclusively established and solely vested in the State Courts of Houston, Harris County, Texas.
- d. Binding Effect. This Assignment shall inure to the benefit of New Era and be binding upon QHI and its successors and assigns.

IN WITNESS WHEREOF, QHI has executed this Assignment as of the day and year first written above and concomitant with the Business Development Agreement entered into by QHI and New Era.

QUALITY HEALTH IDEAS, INC.

By: Philip E. Gans

Title: CEO

Date: June 08, 2017

ACKNOWLEDGEMENT

STATE OF Texas §

COUNTY OF Harris §

SUBSCRIBED and SWORN TO BEFORE ME by the said Philip F. Gaziaro
as the representative of Quality Health Ideas, Inc., personally appeared, to certify the foregoing
Assignment which witness my hand and seal of office, this 8th day of June, 2017.

Catherine E. Matthew
Notary - State of Texas

MY COMMISSION EXPIRES:

7/3/20

SEAL

