

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT4680974

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
DEBRA MOORE	02/17/2014
RECEIVING PARTY DATA	
Name:	MEDAPOINT, INC.
Street Address:	3005 S. LAMAR BLVD.
City:	AUSTIN
State/Country:	TEXAS
Postal Code:	78704
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	15073413
Application Number:	62134530
CORRESPONDENCE DATA	
Fax Number:	(615)244-6804
<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:	6158508791
Email:	patentdocket@wallerlaw.com
Correspondent Name:	BLAKE M. BERNARD
Address Line 1:	511 UNION STREET
Address Line 2:	SUITE 2700
Address Line 4:	NASHVILLE, TENNESSEE 37219
ATTORNEY DOCKET NUMBER:	033704.76886
NAME OF SUBMITTER:	BLAKE M. BERNARD
SIGNATURE:	/Blake M. Bernard Reg. #72435/
DATE SIGNED:	11/09/2017
Total Attachments: 6	
source=Master Consulting Agreement between MedaPoint Inc. and D. Moore#page1.tif	
source=Master Consulting Agreement between MedaPoint Inc. and D. Moore#page2.tif	
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MEDAPOINT MASTER CONSULTANT AGREEMENT

This Consultant Agreement ("Agreement") is by and between MedaPoint, Inc. ("MedaPoint,") with principal offices at 3005 South Lamar Avenue, Suite D109-136, Austin, Texas 78704 and Debbie Moore ("Consultant") with principal offices at 9824 Lavera Drive, Austin, TX 78726, dated February 17, 2014 ("Effective Date"), sets forth the terms and conditions under which Consultant will provide certain consulting services to MedaPoint.

1. SCOPE OF SERVICES

1.1 Consultant agrees to provide the professional consulting services ("Services") described on separately executed statements of work (the "Statement of Work") as may from time to time be issued hereunder. Each Statement of Work shall define the specific Services authorized by MedaPoint, the schedule or term and the applicable rates and charges. All items prepared or required to be delivered under any Statement of Work are collectively referred to herein as the "Deliverables". Each Statement of Work shall be governed by the terms and conditions of this Agreement and in the event of any conflict between this Agreement and a Statement of Work, the provisions of the Statement of Work shall prevail.

1.2 Consultant understands and agrees that by executing this Agreement, MedaPoint is not committing or obligating itself to use the services of the Consultant and that no work or charges are or shall be authorized hereunder unless and until authorized in writing by a Statement of Work signed by both parties.

1.3 Consultant shall be free to provide the Services from any location at any time and Consultant is not obligated to perform Services at the office of MedaPoint or any other location. MedaPoint will provide no training hereunder. It is expected that Consultant shall have multiple clients and MedaPoint shall not be Consultant's sole source of revenue. Consultant must provide their own equipment hereunder.

2. PRICE AND PAYMENT

2.1 Unless invoicing and payment is tied to milestones specified under a given Statement of Work, Consultant will invoice MedaPoint monthly. All proper invoices which have been timely submitted shall be paid by MedaPoint the later of (i) ten (10) days from receipt of Consultant's invoice; Unless otherwise specified on a Statement of Work, Consultant shall be reimbursed for all reasonable out-of-pocket expenses, specifically authorized in writing by MedaPoint, incurred in performance of a given Statement of Work. Reimbursement of such expenses shall be subject to MedaPoint's then current expense reimbursement policy and Consultant shall provide invoices, receipts and other supporting documentation in writing, as MedaPoint shall reasonably request for such expenses. Under no circumstances shall reimbursement include travel expenses incurred by Consultant for travel to and from MedaPoint offices.

3. CONFIDENTIALITY

3.1 Consultant agrees to keep confidential all Deliverables and all technical, product, business, financial, and other information regarding the business and software programs of MedaPoint and/or MedaPoint's clients (the "Confidential Information"), including but not limited to programming techniques and methods, research and development, computer programs, documentation, marketing plans, customer identity, and business methods.

3.2 Consultant shall at all times protect and safeguard the Confidential Information and agrees not to disclose, give, transmit or otherwise convey any Confidential Information, in whole or in part, to any other party. Consultant agrees that it will not use any Confidential Information for its own purpose or for the benefit of any third party and shall honor the copyrights and other intellectual property rights of

MedaPoint and/or an MedaPoint client and will not copy, duplicate, or in any manner reproduce any such copyrighted materials.

3.3 Consultant further agrees not to attempt to ascertain the source code of any MedaPoint computer program by authorized or unauthorized access or review, reverse engineering, decompilation, disassembly, or any other technique or method and to the extent any such activity may be permitted, the results thereof shall be deemed Confidential Information subject to the requirements of this Agreement.

3.4 Upon request of MedaPoint or upon termination of this Agreement, Consultant shall immediately deliver to MedaPoint any and all documents, notes, or other physical embodiments of or reflecting the Confidential Information (including copies thereof) that are in its possession or control.

3.5 Nothing in this Agreement shall be construed as conveying to Consultant any right, title or interests or copyright in or to any Confidential Information of MedaPoint; or to convey any license as to use, sell, exploit, copy or further develop any such Confidential Information. The provisions of this Section shall survive termination or expiration of this Agreement or any Statement of Work hereunder. MedaPoint or its client shall have the right to take such action it deems necessary to protect its rights hereunder, including, without limitation, injunctive relief and any other remedies as may be available at law or equity.

4. OWNERSHIP

4.1 MedaPoint shall own all right, title and interest relating to the Deliverables and any and all inventions, works of authorship, designs, know-how, ideas and information made or conceived or reduced to practice, in whole or in part, by Consultant in connection with Services or any Confidential Information provided before or after the Effective Date (collectively, "Inventions"). Consultant will promptly disclose and provide all such Inventions to MedaPoint. All Inventions are "works made for hire" to the extent allowed by law.

4.2 In the event any Inventions or Deliverables are not deemed "works made for hire," Consultant hereby irrevocably grants, assigns and transfers all right, title and interest of any kind in the Inventions to MedaPoint. Consultant shall further assist MedaPoint to evidence, record and perfect such assignments, and to obtain, maintain, enforce, and defend any rights assigned. Consultant hereby waives any and all moral rights in the Inventions and Deliverables.

4.3 If any part of the Services, Deliverables, or Inventions is based on, incorporates, or is an improvement or derivative of, or cannot be reasonably and fully made, used, reproduced, distributed and otherwise exploited without using or violating technology or intellectual property rights owned or licensed by Consultant and not assigned hereunder, Consultant hereby grants MedaPoint and its successors a perpetual, irrevocable, worldwide, royalty-free, non-exclusive, sublicensable right and license to make, use, sell, sublicense, reproduce, distribute, perform, display, prepare derivative works from and otherwise exploit all such technology and intellectual property rights as if MedaPoint were the owner thereof.

5. FACILITIES

To the extent Consultant has access to or uses the facilities or computer resources of MedaPoint or MedaPoint's clients, Consultant agrees to comply at all times with MedaPoint's or its clients' (as the case may be) applicable rules and regulations regarding safety, security, use, and conduct.

6. RECORDS AND REPORTS

6.1 Consultant shall maintain complete and accurate records of the work performed hereunder, the amounts invoiced and hours worked. Such records shall be in accordance with standard accounting practices and shall include, but not be limited to, time sheets and written receipts for reimbursable expenses.

6.2 MedaPoint shall have the right to inspect and audit Consultant's records at Consultant's place of business during normal business hours at any time during the term of this Agreement and for a period of one (1) year thereafter, upon giving Consultant ten (10) days prior written notice.

7. WARRANTIES OF CONSULTANT

7.1 Consultant warrants that the Services shall be performed in a workmanlike and professional manner. Consultant warrants that Consultant shall have a level of skill and experience commensurate with the requirements of each task which Consultant undertakes to perform.

7.2 Consultant warrants that all Deliverables shall be the original work product of Consultant and will not be based on, or derived from, the proprietary information or items of a third party and that none of the Deliverables will infringe, misappropriate or violate any copyrights, patents, trade secrets, or other proprietary rights of any person or entity (including, without limitation, MedaPoint). If Consultant's work requires a license, Consultant warrants that it has obtained that license and the license is in full force and effect.

7.3 Consultant further warrants that all Deliverables shall conform with applicable specifications and requirements as set forth in the applicable Statement of Work. Consultant shall correct, at no cost to MedaPoint, all errors, defects, inconsistencies, or malfunctions in any of the Deliverables discovered by MedaPoint or its client during the period ending one (1) year from MedaPoint's receipt of a Deliverable or any other programs, documentation or other materials prepared hereunder.

8. INDEMNITY

8.1 Consultant will indemnify, defend and hold MedaPoint harmless, at Consultant's expense, against any loss, cost or expense arising out of a claim or cause of action asserted against MedaPoint, its affiliates, subsidiaries, employees, directors, officers, shareholders, customers and clients (collectively the "Indemnified Parties"), to the extent that such claim or cause of action is based, directly or indirectly, on a claim that a Deliverable or Invention infringes a copyright, patent, trade secret, or other proprietary rights of a third party. In addition to paying for the defense of such action, Consultant will pay those costs and damages finally awarded against any Indemnified Party pursuant to any such claim, including reasonable attorney's fees and costs incurred by the Indemnified Party.

8.2 Consultant agrees to indemnify, defend and hold Indemnified Parties harmless, at Consultant's expense, against any and all claims and threatened claims by any third party, including employees of Consultant, arising out of, under or in connection with the death or bodily injury of any third party, including any agent, employee, customer, business invitee or business visitor of MedaPoint or the damage loss or destruction of any tangible personal or real property. In addition to paying for the defense of such action, Consultant will pay those costs and damages finally awarded against any Indemnified Party pursuant to any such claim, including reasonable attorney's fees and costs incurred by the Indemnified Party.

9. TERMINATION

9.1 This Agreement or any Statement of Work hereunder may be terminated prior to expiration or completion in accordance with the following:

(a) By MedaPoint if Consultant files a petition for bankruptcy or insolvency, has an involuntary petition filed against it, commences an action providing for relief under bankruptcy laws, files for the appointment of a receiver, or is adjudicated a bankrupt concern.

(b) By Consultant if MedaPoint files a petition for bankruptcy or insolvency, has an involuntary petition filed against it, commences an action providing for relief under bankruptcy laws, files for the appointment of a receiver, or is adjudicated a bankrupt concern.

(c) By MedaPoint without cause on five (5) days prior written notice.

(d) By either party in the event the other has failed to perform any obligation required to be performed under this Agreement or an Statement of Work and such failure is not corrected within [thirty (30)] days from receipt of written notice advising of such failure from the other party.

10. INDEPENDENT CONTRACTOR

Consultant agrees that it is an independent contractor and that it will perform under this Agreement as an independent contractor. Nothing in this Agreement shall be deemed to make Consultant an agent, employee or partner of MedaPoint. Consultant shall not be entitled to any of the fringe benefits of MedaPoint and shall have no authority to bind, commit, contract for, or otherwise obligate MedaPoint in any manner whatsoever. Furthermore, Consultant acknowledges that it shall be responsible for any obligations to withhold and pay Social Security, income taxes, and other employment taxes for itself and on behalf of its employees and any other individuals claiming by or through Consultant, and that MedaPoint has no obligation with respect thereto.

11. LIMITATION OF LIABILITY

11.1 IN NO EVENT SHALL MedaPoint BE LIABLE ON ANY THEORY OF LIABILITY, WHETHER IN AN EQUITABLE, LEGAL, OR COMMON LAW ACTION ARISING HEREUNDER FOR CONTRACT, STRICT LIABILITY, INDEMNITY, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, FOR DAMAGES WHICH, IN THE AGGREGATE, EXCEED THE AMOUNT MedaPoint HAS PAID UNDER THE STATEMENT OF WORK WHICH GAVE RISE TO THE CAUSE OF ACTION AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY.

11.2 IN NO EVENT SHALL MedaPoint BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND AND HOWEVER CAUSED, INCLUDING BUT NOT LIMITED TO BUSINESS INTERRUPTION OR LOSS OF PROFITS, BUSINESS OPPORTUNITIES, OR GOODWILL EVEN IF NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGE, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY.

12. NONSOLICITATION

- a) Neither party shall, without the prior written consent of the other party, during and for one year after the expiry or termination of this Agreement, solicit, offer or in any way, directly or indirectly, either itself or in association with any other person or entity, encourage any employee, consultant or agent of the other party to leave the other party to work for the soliciting, offering or encouraging party.

12.1

12.2 Consultant acknowledges that MedaPoint has spent significant time, effort, and money to develop Confidential Information, which MedaPoint considers vital to its business and goodwill. Consultant also acknowledges that Confidential Information and other valuable and unique benefits may be communicated to or acquired by Consultant in the course of Consultant's relationship with MedaPoint (whether before or after the date of this Agreement), and MedaPoint desires to have Consultant's services only if, in doing so, it can protect its Confidential Information and goodwill. During Consultant's relationship with MedaPoint and for a period of twenty (24) months following termination of Consultant's relationship with MedaPoint or any MedaPoint affiliate, on Consultant's own behalf or as a partner, officer, director, employee, agent, consultant or stockholder, Consultant may work in any geographic region; however Consultant agrees that it will not call on, solicit, attempt to call on, solicit, or take away, or assist any third party to call on, or solicit business that is in any way related to the services Consultant performed for MedaPoint from any of the customers of MedaPoint or any MedaPoint affiliate on whom Consultant called or with whom Consultant became acquainted or had any contact as a result of, and during the term of Consultant's relationship with MedaPoint or any MedaPoint affiliate.

12.3 If, in any judicial proceeding, the court shall refuse to enforce any of the separate covenants contained in the preceding Sections because the time limit is too long or because they are more extensive than necessary to protect the business and goodwill of MedaPoint, it is understood and agreed between the parties hereto that for purposes of such proceeding, such covenants shall be reformed to the extent necessary to permit enforcement thereof.

12.4 Unless otherwise agreed by MedaPoint in writing, Consultant shall not perform any work for a third party that would utilize or disclose MedaPoint Confidential Information or any technology that infringes MedaPoint intellectual property.

13. GENERAL TERMS AND CONDITIONS

13.1 This Agreement and its Statements of Work constitute the sole and exclusive statement of the terms and conditions hereof and supersede any prior discussions, writings, and negotiations with respect thereto. The parties agree that this Agreement cannot be altered, amended or modified, except by a writing signed by an authorized representative of each party.

13.2 Consultant shall not assign or transfer this Agreement or any Statement of Work without the prior written consent of MedaPoint. Any attempt to assign or transfer this Agreement by Consultant without MedaPoint's consent shall be void.

13.3 Consultant agrees to comply with all applicable laws, including United States' import/export laws, regulations, and ordinances relating to its performance under this Agreement.

13.4 The provisions set forth in Sections 3, 4, 6, 7, 8, 9, 10, 11, 12, and 13 of this Agreement shall survive termination or expiration of this Agreement and any applicable Statement of Work hereunder.

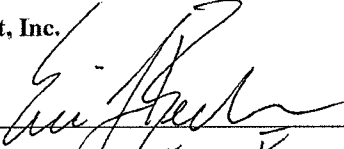
13.5 Headings are for reference purposes only, have no substantive effect, and shall not enter into the interpretation hereof. No failure or delay in enforcing any right or exercising any remedy will be deemed a waiver of any right or remedy. If any portion of this Agreement is determined to be or becomes unenforceable or illegal, such portion shall be reformed to the minimum extent necessary in order for this Agreement to remain in effect in accordance with its intent as modified by such reformation. Any notice required under this Agreement shall be given in writing and shall be deemed effective upon delivery to the party addressed. All notices shall be sent to the applicable address specified on the first page hereof or to such other address as the parties may designate in writing.

13.6 THIS AGREEMENT SHALL BE GOVERNED AND INTERPRETED BY THE INTERNAL LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO THE CONFLICTS OF LAW PROVISIONS THEREOF. ANY ACTION OR SUIT RELATED IN ANY WAY TO THIS

AGREEMENT SHALL BE BROUGHT IN A STATE OR FEDERAL COURT LOCATED IN AUSTIN, TEXAS. WHICH THE PARTIES AGREE SHALL BE THE EXCLUSIVE JURISDICTION FOR ANY DISPUTE BETWEEN THE PARTIES.

The parties hereto agree to the foregoing as evidenced by their signatures below.

MedaPoint, Inc.

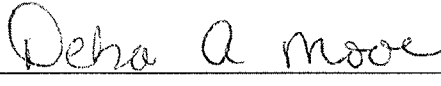
By: 

Name: Eric Fecker

Title: PRESIDENT

Date: 2/17/14

CONSULTANT

By: 

Name: Debra A Moore

Title: _____

Date: 2/17/14