

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5029765

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	MEDAPOINT, INC.	06/08/2018
RECEIVING PARTY DATA		
Name:	MP CLOUD TECHNOLOGIES, INC.	
Street Address:	2304 CAMERON BOULEVARD	
City:	ISLE OF PALMS	
State/Country:	SOUTH CAROLINA	
Postal Code:	29451	
PROPERTY NUMBERS Total: 4		
Property Type	Number	
Application Number:	15073413	
Application Number:	62134530	
Application Number:	15295953	
Application Number:	62242251	
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	
NAME OF SUBMITTER:	BLAKE M. BERNARD	
SIGNATURE:	/Blake M. Bernard, Reg. No. 72435/	
DATE SIGNED:	06/28/2018	
Total Attachments: 5		
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BILL OF SALE

WHEREAS, on October 25, 2017, MEDAPOINT D.I.P. FINANCING SPV, LLC, a Texas limited liability company (“**Secured Party**”), extended a loan to MEDAPOINT, INC., a Texas corporation (the “**Debtor**”), evidenced by a promissory note (the “**Note**”) and secured by a Debtor-in-Possession Credit and Security Agreement (the “**Credit Agreement**”) and a Patent Security Agreement creating a lien in favor of Secured Party on all of the Debtor’s existing and after-acquired personal property, excluding any causes of action arising under Chapter 5 of the United States Bankruptcy Code (the “**Collateral**”), as more specifically described in the Credit Agreement;

WHEREAS, Secured Party properly perfected its lien on the Collateral by filing a UCC financing statement with the Texas Secretary of State on October 26, 2017 at Document No. 769153150002, and by recording the Patent Security Agreement with the United States Patent and Trademark Office on November 9, 2017 at Reel/Frame No. 044078/0061;

WHEREAS, Debtor subsequently defaulted under the Note and the Credit Agreement and remains in default;

WHEREAS, Secured Party is the current owner and holder of the Note and a properly perfected lien on the Collateral under the Credit Agreement and the Patent Security Agreement;

WHEREAS, on May 29, 2018, after reasonable notice to the public, the Debtor, and all other parties having an interest in the Collateral, Secured Party was the sole and prevailing bidder in a public auction sale (the “**Auction Sale**”) of the Collateral;

WHEREAS, Secured Party and MP Cloud Technologies, Inc., a Delaware corporation (“**MPCT**” or the “**Purchaser**”), subsequently entered into an agreement under which Secured Party agreed to assign its right to acquire the Collateral as the prevailing bidder in the Auction Sale to MPCT; and

WHEREAS, in connection with the foregoing, the Secured Party, Debtor, and MPCT have agreed pursuant to an Asset Purchase Agreement (the “**Asset Purchase Agreement**”) that the Collateral shall be transferred by Debtor to MPCT.

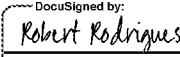
NOW, THEREFORE, KNOW ALL PERSON BY THESE PRESENTS, that Debtor, does hereby ASSIGN, GRANT, AND CONVEY unto Purchaser, and its successors and assigns, as the transferee of the Secured Party’s right to purchase the Collateral as the successful bidder at the Auction Sale, for and in consideration of the consideration set forth in the Asset Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, all of the Debtor’s and its assignees’ right, title, and interest in and to all Purchased Assets (as defined in the Asset Purchase Agreement) and all other Collateral, including, without limitation, the property described on the Schedule of Assets attached hereto (collectively, the “**Assets**”). This assignment includes all of the Debtor’s and its assignees’ worldwide right, title, and interest in and to the trademarks included in the Assets, as well as all common law rights and any goodwill associated therewith or any business related thereto. This assignment also includes all of the Debtor’s and its assignees’ worldwide right, title, and interest in and to the Inventions, Patents,

and Patent Applications included in the Assets (“**Assigned Inventions**”), in any and all patents, reissue patents, certificates of inventorship, design registrations, utility models, and the like, that may be granted in the United States or in any foreign country with respect to the Assigned Inventions; in any and all applications, including provisionals, non-provisionals, continuations, continuations-in-part, divisions, PCT applications, PCT national stage entry applications, or corresponding foreign patent applications that may be filed with respect to the Assigned Inventions, or improvements thereto, and any and all patents resulting therefrom; the right to claim priority to the patent applications of the Assigned Inventions; the right to be granted one or more patents in any country in the world; and the right to sue and recover damages for past, present, and future infringement of the Assigned Inventions or any other patents issuing therefrom. The Assets are being assigned, granted, and conveyed **AS IS, WHERE IS, WITHOUT ANY REPRESENTATIONS, RECOURSE, OR WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR USE**, to have and to hold the same unto Purchaser, and its successors and assigns forever.

IN WITNESS WHEREOF, this Bill of Sale has been duly executed effective as of
June 8, 2018.

PURCHASER:

MP CLOUD TECHNOLOGIES, INC.

By: 
 Name: Robert Rodriguez
 Its: President

DEBTOR:

MEDAPOINT, INC.

By: _____
 Name: _____
 Its: _____

and Patent Applications included in the Assets (“**Assigned Inventions**”), in any and all patents, reissue patents, certificates of inventorship, design registrations, utility models, and the like, that may be granted in the United States or in any foreign country with respect to the Assigned Inventions; in any and all applications, including provisionals, non-provisionals, continuations, continuations-in-part, divisions, PCT applications, PCT national stage entry applications, or corresponding foreign patent applications that may be filed with respect to the Assigned Inventions, or improvements thereto, and any and all patents resulting therefrom; the right to claim priority to the patent applications of the Assigned Inventions; the right to be granted one or more patents in any country in the world; and the right to sue and recover damages for past, present, and future infringement of the Assigned Inventions or any other patents issuing therefrom. The Assets are being assigned, granted, and conveyed **AS IS, WHERE IS, WITHOUT ANY REPRESENTATIONS, RECOURSE, OR WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR USE**, to have and to hold the same unto Purchaser, and its successors and assigns forever.

IN WITNESS WHEREOF, this Bill of Sale has been duly executed effective as of
June 8, 2018.

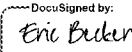
PURCHASER:

MP CLOUD TECHNOLOGIES, INC.

By: _____
 Name: _____
 Its: _____

DEBTOR:

MEDAPOINT, INC.

By: 
 Name: Eric Becker
 Its: CEO and President

SCHEDULE OF ASSETS

- (a) Debtor's inventories, including finished goods, work-in-process, raw materials, packaging, supplies, parts and other inventories;
- (b) All prepaid expenses excluding retainers with professionals;
- (c) Debtor's intellectual property assets and all rights arising from and related thereto, including, without limitation, all rights under pending or accepted patent, trademark and copyright applications, including:

Pub. No.	Application No.	Title	Filing Date	Pub. Date
20160342740	15/073,413	SOFTWARE FOR EMERGENCY MEDICAL SERVICES	3/17/2016	11/24/2016
n/a	62/134,530	SOFTWARE FOR EMERGENCY MEDICAL SERVICES	3/17/2015	n/a
20170109485	15/295,953	MEDICAL CLAIMS AUTO CODING SYSTEM AND METHOD	10/17/2016	4/20/2017
n/a	62/242,251	MEDICAL CLAIMS AUTO CODING SYSTEM AND METHOD	10/15/2015	n/a

- (d) All of Debtor's customer contracts, that certain mAWS Agreement (the "**Logicworks Agreement**") with Logicworks Systems Corporation ("**Logicworks**") dated December 18, 2015, and that certain the agreement between Change Healthcare Solutions, LLC, formerly known as Envoy LLC, and MedaPoint, Inc., effective as of May 1, 2013, as each may be amended (at the request of or with the consent of Assignee) (the "**Assumed Contracts**");
- (e) Debtor's licenses, permits, registrations, and other governmental authorizations, together with all applications for governmental authorizations;
- (f) Debtor's data and records containing information related to the Business, whether in hard copy or soft-copy formats, and including but not limited to all books of account and records, business models, customer and supplier lists, marketing plans, promotional materials, customer files, financial and technical information, trade secrets, know-how, ideas, designs, drawings, specifications, techniques, programs, systems, processes, and computer software;
- (g) All of Debtor's office equipment and fixed assets, including, but not limited to, all furniture, fixtures, equipment, machinery, tools, vehicles, point-of-presence displays, office equipment, supplies, computers, servers, monitors, printers, routers, cables, and all computer-related equipment and peripherals, phones, facsimile machines, and other tangible personal property;

- (h) All warranty claims assertable against third party manufacturers of the personal property included in the Assets;
- (i) Debtor's goodwill, trade names, Internet domain names, telephone numbers, fax numbers, e-mail addresses, and other similar items, together with associated listings and registrations;
- (j) Debtor's accounts receivable; and
- (k) All claims and causes of action necessary to enforce MPCT's rights in and to the Assets.