

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT6304758

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	BILL OF SALE AND TRANSFER STATEMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
PROVIDER MEDS, LP	12/13/2012
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	CERX PHARMACY PARTNERS, LP
<b>Street Address:</b>	12770 MERIT DRIVE
<b>Internal Address:</b>	SUITE 300
<b>City:</b>	DALLAS
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	75251
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	17012829
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(202)672-5399
<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>	202-672-5300
<b>Email:</b>	IPDocketing@foley.com
<b>Correspondent Name:</b>	FOLEY & LARDNER, LLP
<b>Address Line 1:</b>	3000 K ST. NW
<b>Address Line 2:</b>	SUITE 600
<b>Address Line 4:</b>	WASHINGTON, D.C. 20007
<b>ATTORNEY DOCKET NUMBER:</b>	121516-1005
<b>NAME OF SUBMITTER:</b>	RITA BOTT
<b>SIGNATURE:</b>	/Rita Bott/
<b>DATE SIGNED:</b>	09/17/2020
<b>Total Attachments: 5</b>	
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**AFTER RECORDING RETURN TO:**

Matt Crockett  
Gardere Wynne Sewell LLP  
1601 Elm Street, Suite 3000  
Dallas, TX 75201

**BILL OF SALE  
AND TRANSFER STATEMENT**

**WHEREAS**, Provider Meds, LP ("Provider"), with an address at P.O. Box 190, Forney, TX 75126, executed and delivered payable to CERx Pharmacy Partners, LP ("CERx"), with an address at 12770 Merit Drive, Suite 300, Dallas, TX 75251, certain promissory notes (collectively, the "CERx Notes"); and

**WHEREAS**, Provider additionally executed and delivered payable to various other Noteholders as set forth on Schedule I attached hereto (the "Noteholders") certain promissory notes (collectively, the "Noteholders' Notes", and together with the CERx Notes, the "Notes"); and

**WHEREAS**, the indebtedness evidenced by the Notes (the "Indebtedness") is partially secured by liens in favor of CERx, for itself and for the benefit of the Noteholders, in certain collateral more fully identified on Exhibit A attached hereto (the "Collateral") described in that certain Patent Application Security Agreement dated as of May 6, 2011 (as amended modified or restated from time to time, the "Security Agreement" and together with the Notes and all other agreements, instruments and documents evidencing, securing, governing, guaranteeing or pertaining to the Indebtedness, the "Loan Documents"), executed by Provider; and

**WHEREAS**, CERx and the Noteholders are the present holders of the Indebtedness and such Indebtedness is secured by the Collateral; and

**WHEREAS**, the Indebtedness has matured and has not been paid, which constitutes an event of default under the Loan Documents (the "Event of Default"); and

**WHEREAS**, by reason of the Event of Default, (a) CERx properly declared the Indebtedness under the CERx Notes to be due and owing, and (b) pursuant to Section 9.611, Section 9.612, and Section 9.613 of the Tex. Bus. & Comm. Code and all other applicable provisions of law, CERx provided Provider and all other persons to whom notice was required with proper notice of its intent to exercise its post-default remedies with respect to the Collateral; and

**WHEREAS**, CERx has exercised its post-default remedies with respect to the Collateral; and

**WHEREAS**, by reason of CERx's exercise of its post-default remedies with respect to the Collateral, Transferee (as defined below) has and does hereby acquire the rights of Provider in the Collateral;

**NOW, THEREFORE**, CERx, pursuant to the terms and conditions of the Loan Documents, Section 9.610 of the Tex. Bus. & Comm. Code, and all other applicable provisions of law, for and in consideration of the payment of the sum of **TEN AND NO/100 DOLLARS (\$10.00)** and other good and valuable consideration does hereby **GRANT, BARGAIN, CONVEY, SELL and TRANSFER** to CERx Pharmacy Partners, LP ("Transferee"), with an address at 12770 Merit Drive, Suite 300, Dallas, TX 75251, and Transferee's successors and assigns, all of Provider's right, title and interest in and to the

Collateral (the "Property"), to have and hold, all and singular, the Property to Transferee, and Transferee's successors and assigns to Transferee's use forever.

**TO HAVE AND TO HOLD** the Property together with, all and singular, the rights and appurtenances thereto and in anywise belonging unto Provider and its successors and assigns forever, and for and on behalf of Provider, and its successors and assigns, CERx does hereby bind Provider and its successors and assigns to warrant and forever defend, all and singular, the Property unto Transferee, its successors and assigns, against every person whomsoever lawfully claiming or to claim same or any part thereof.

CERx warrants that, pursuant to Section 9.610 of the Tex. Bus. & Comm. Code, CERx has a valid and enforceable lien on the Property and hereby delivers this Bill of Sale and Transfer Statement to the Property without warranty relating to title, possession, quiet enjoyment or the like in this disposition.

**REMAINDER OF PAGE LEFT INTENTIONALLY BLANK**

THIS BILL OF SALE AND TRANSFER STATEMENT shall be effective as to the transfer of Property listed herein as of DECEMBER 13, 2012.

CERx (for itself and for the benefit of the Noteholders):

CERx Pharmacy Partners, LP

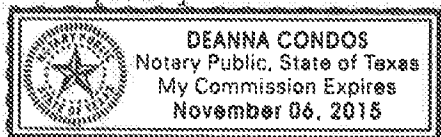
By: FPRx Advisors, LLC, its general partner

By: Jeff S. Fentress  
Name: JEFF S. FENTRESS  
Title: CEO

STATE OF TEXAS §  
COUNTY OF DALLAS §

THIS INSTRUMENT was acknowledged before me on DECEMBER 13, 2012, by Jeff S. Fentress, CEO of FPRx Advisors, LLC, a Texas limited liability company, the general partner of CERx Pharmacy Partners, LP, a Texas limited partnership, known to me to the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

[SEAL]



Deanna Condos  
Notary Public, State of Texas

EXHIBIT A  
COLLATERAL

The "Collateral" means: (a) U.S. Provisional Patent Application Serial No. 61/323,125, filed April 12, 2010, U.S. Patent Application Serial No. 13/085,298, filed April 12, 2011, PCT Application No. PCT/US/2011/032150, filed April 12, 2011, each titled "On Site Prescription Management System and Methods for Health Care Facilities," and all continuing patent applications (including, without limitation, continuation, continuation-in-part and divisional applications), reissue applications, corresponding rights to patent and all other intellectual property protection of every kind (including, without limitation, all patent applications, industrial models, and invention registrations) in all countries of the world, and all patents, registrations and certificates issuing therefrom (collectively, the "Patent Applications"); and (b) any contract rights in, to or under the Patent Applications, together with all proceeds, products, offspring, rents, issues, right to recover past damages for infringement, profits, and returns of and from any of the foregoing.

SCHEDULE I  
NOTEHOLDERS

Dyett Family Trust  
Legacy Capital Partners, LLC  
Alan Heller  
John Q. Adams, Sr.  
John L. Dal Pogetto  
Snodgrass Children's Ltd.  
Lary Snodgrass Family Ltd.  
PSKS Investments, LP

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