

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM329732

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	NUNC PRO TUNC ASSIGNMENT		
<b>EFFECTIVE DATE:</b>	07/01/2005		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
NeoTool Development, LLC		12/22/2014	LIMITED LIABILITY COMPANY: COLORADO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Corepoint Health, LLC		
<b>Street Address:</b>	3010 Gaylord Parkway, Suite 320		
<b>City:</b>	Frisco		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75034		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: TEXAS		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2819165	NEOTOOL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	5123225201		
<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>	512-322-5200		
<b>Email:</b>	tmcentral@pirkeybarber.com		
<b>Correspondent Name:</b>	Shannon T. Vale		
<b>Address Line 1:</b>	600 Congress Avenue, Suite 2120		
<b>Address Line 4:</b>	Austin, TEXAS 78701		
<b>ATTORNEY DOCKET NUMBER:</b>	CPHL003US		
<b>NAME OF SUBMITTER:</b>	Katrina Ripperda		
<b>SIGNATURE:</b>	/kripperda/		
<b>DATE SIGNED:</b>	01/22/2015		
<b>Total Attachments: 5</b>			
source=NeoTool to Corepoint#page1.tif			
source=NeoTool to Corepoint#page2.tif			
source=NeoTool to Corepoint#page3.tif			

OP \$40.00 2819165

source=NeoTool to Corepoint#page4.tif  
source=NeoTool to Corepoint#page5.tif

## CONTRIBUTION AND ASSIGNMENT AGREEMENT

THIS CONTRIBUTION AND ASSIGNMENT AGREEMENT (this "Agreement"), dated as of December 22, 2014, is entered into by and between NeoTool Development, LLC, a Colorado limited liability company (the "Contributor"), and Corepoint Health, LLC (formerly NeoTool, LLC), a Texas limited liability company (the "Company").

### RECITALS

On or about July 1, 2005, the Contributor contributed, as a capital contribution on behalf of its sole Member (the "Member"), all of Contributor's right, title and interest in and to all of its assets, properties, goodwill, intellectual property whether or not registered, trade secrets, proprietary information, and any and all other property, whether tangible or intangible, used in the Company's business, including those certain registered trademarks set forth on Exhibit A (the "Assets"), and the Company agreed to accept such contribution (the "Contribution").

The Contributor and the Company wish to memorialize the Contribution by entering this Agreement, which shall be effective as of July 1, 2005 (the "Contribution Date").

In consideration of the foregoing and the mutual representations, warranties, covenants and agreements contained herein, the Contributor and the Company hereby agree as follows:

### ARTICLE 1 CONTRIBUTION AND ASSIGNMENT

Section 1.1. Contribution and Assignment of Interests. Subject to the terms and conditions of this Agreement, on and effective as of the Contribution Date, the Contributor hereby assigns, transfers and conveys to the Company, as a capital contribution on behalf of the Member to the Company, all of the Contributor's right, title and interest in and to the Assets.

Section 1.2. Acceptance and Assumption. In consideration for the grant, sale, assignment, transfer and delivery of the Assets, the Company hereby assumes and agrees to hereafter pay, perform and discharge all of the obligations and liabilities of the Contributor.

Section 1.3. Subscription. In consideration of the foregoing assignment and assumption, the Member previously subscribed for and the Company previously issued to the Member fifty percent (50%) the Interests of the Company ("Interests") effective on the Contribution Date. As of the date of this Agreement, the Member holds twenty- twenty-two and six hundred twenty-five thousandths percent (22.625%) of the Interests of the Company as a result of the admission of additional members following the Contribution Date.

### ARTICLE 2 REPRESENTATIONS AND WARRANTIES OF CONTRIBUTOR

Contributor hereby makes the following representations and warranties to the Company as of the Contribution Date.

Section 2.1. Existence, Qualification, and Authority. Contributor (i) is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of Colorado, (ii) has all requisite power and authority and is entitled to carry on its business as now being conducted in the

places where such business is now conducted, and (iii) has the requisite power and authority to enter into this Agreement and to perform its obligations hereunder. The execution, delivery and performance of this Agreement by Contributor has been duly and validly authorized by all necessary action under the Contributor's certificate of formation and limited liability company agreement and applicable law, and this Agreement and the documents related hereto constitute the legal, valid and binding obligations of Contributor and are enforceable against Contributor in accordance with their terms.

Section 2.2. Title to Assets. Contributor has good and indefeasible title to all of the Assets free and clear of all liens, pledges, security interests, conditional sales agreements, operating or capital leases, charges, encumbrances, and other adverse claims or interest of any kind, except for liens for taxes not yet due and payable, and other liens arising by operation of law, which liens do not in any case materially and adversely affect Contributor's title to the Assets, Contributor's use of the Assets or the value of such Assets. Contributor is not party to any contract, agreement or commitment for the sale or disposition of any of the Assets.

Section 2.3. Sufficiency of Assets. Upon the contribution of the Assets, the Company will own or have the uncontested right to use, all rights, properties, interest in properties, and assets necessary to carry on the business as presently conducted by Contributor.

### ARTICLE 3 COVENANTS OF THE CONTRIBUTOR

Section 3.1. Further Assurances. The Contributor shall from time to time do and perform such other and further acts and execute and deliver any and all further documents and instruments as may be required by law or reasonably requested by the Company to establish, maintain and protect the respective rights and obligations transferred under this Agreement and to carry out and effect the intents and purposes of this Agreement.

### ARTICLE 4 MISCELLANEOUS PROVISIONS

Section 4.1. Amendment and Modification. This Agreement may be amended, modified or supplemented only by written agreement of the parties hereto.

Section 4.2. Waiver of Compliance; Consents. Any failure of a party to comply with any obligation, covenant, agreement or condition herein may be waived by the other party; provided, however, that any such waiver may be made only by a written instrument signed by the party granting such waiver; provided, further, that such waiver or failure to insist upon strict compliance with such obligation, covenant, agreement or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure. Whenever this Agreement requires or permits consent by or on behalf of any party hereto, such consent shall be given in writing in a manner consistent with the requirements for a waiver of compliance as set forth in this Section 4.2.

Section 4.3. Assignment. This Agreement and all of the provisions hereof shall be binding upon the parties hereto and their respective successors and permitted assigns and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. Any party may assign any of its rights hereunder, but no such assignment shall relieve it of its primary liability for its obligations hereunder. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon any person other than the parties hereto and their respective successors and

permitted assigns any rights, remedy or claim under or by reason of this Agreement or any provision herein contained.

Section 4.4. Expenses. Whether or not the transactions contemplated by this Agreement shall be consummated, all fees and expenses (including all fees of counsel and accountants) incurred by any party in connection with the negotiation and execution of this Agreement shall be borne by such party.

Section 4.5. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas (without regard to its conflicts of law doctrines). The Contributor and the Company each irrevocably submits to the jurisdiction of any Texas State court or Federal court sitting in Texas in any action arising out of this Agreement or any instrument or document delivered hereunder, agrees that all claims in such action may be decided in such court, waives, to the fullest extent it may effectively do so, the defense of inconvenient forum and consents to the service of process by mail. A final judgment in any such action shall be conclusive and may be enforced in other jurisdictions. Nothing herein shall affect the right of any party to serve legal process in any manner permitted by law or affect its right to bring any action in any other court.

Section 4.6. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument and shall become a binding Agreement when one or more of the counterparts have been signed by each of the parties and delivered to the other party.

Section 4.7. Headings. The article and section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

Section 4.8. Entire Agreement. This Agreement, including the other documents referred to herein, embodies the entire agreement and understanding of the parties hereto in respect of the subject matter contained herein. This Agreement supersedes all prior agreements and understandings between the parties with respect to such subject matter.

Section 4.9. Severability. If any one or more provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

*[Signatures follow on next page]*

**IN WITNESS WHEREOF**, the parties hereto have duly executed this Agreement as of the day and year first above written.

“Contributor”

NeoTool Development, LLC

By:  \_\_\_\_\_

Name: Dave Shaver

Title: CTO and Founder

“Company”

Corepoint Health, LLC

By:  \_\_\_\_\_

Name: Phil Gray

Title: CEO

Exhibit A  
Trademarks

<u>Mark/Name</u>	<u>Registration Information</u>	<u>Status/Status Date</u>	<u>Brief Goods/Services</u>	<u>Owner</u>
<u>NEOTOOL DEVELOPMENT</u>	<u>NEOTOOL DEVELOPMENT</u> <u>U.S. Registration No. 2,797,181</u> <u>International Classes 41 &amp; 42</u>	<u>United States (Federal) Registered</u> <u>Last Status Received: Registered</u> <u>December 23, 2003</u>	<u>(Int'l Class: 41) training in the field of computer software and it infrastructure for the healthcare industry</u> <u>(Int'l Class: 42) computer software development in the field of healthcare; consulting in the field of computer software and it infrastructure for the healthcare industry</u>	<u>NEOTOOL DEVELOPMENT, LLC</u> <u>(COLORADO LIMITED LIABILITY COMPANY) 6509 WINDCREST DRIVE SUITE 160B PLANO</u>
<u>NEOTOOL</u>	<u>NEOTOOL</u> <u>U.S. Registration No. 2,819,165</u> <u>International Classes 41 &amp; 42</u>	<u>United States (Federal) Registered</u> <u>Last Status Received: Registered</u> <u>March 27, 2010</u>	<u>(Int'l Class: 41) training in the field of computer software and it infrastructure for the healthcare industry</u> <u>(Int'l Class: 42) computer software development in the field of healthcare, consulting in the field of computer software and it infrastructure for the healthcare industry</u>	<u>NEOTOOL DEVELOPMENT, LLC</u> <u>(COLORADO LIMITED LIABILITY COMPANY) PO BOX 3586 MONTROSE</u>

[Signature Page to Contribution and Assignment Agreement re NeoTool Development, LLC Contribution]